The Solicitors' Journal.

LONDON, JANUARY 10, 1863.

THE INDIAN FAMINE RELIEF FUND COMMITTEE recently held a meeting at the Mansion House, at which the Lord Mayor presided, to consider the proposal made in a recent letter from the Governor-General of India to send back the surplus of the fund subscribed in England for the Indian famine a year or two ago, for the benefit of the Lancashire Fund. It appeared from the letter that the Government of India did not consider that, as trustees of this surplus, they should be justified in diverting it on their own and sole responsibility from its original destination; but they thought that, under the circumstances, they might inform the Lord Mayor that if, acting on behalf of the subscribers, he should be of opinion that it might, without impropriety, be applied in the manner indicated, the Government of India would heartily concur in giving effect to that opinion. The Governor-General added that the precise amount of surplus was not then ascertained, as certain claims arising out of the famine of 1860 were still unadjusted; but the Lord Mayor's draughts on the Government of India for £20,000 would be at once honoured, should his Lordship see fit to add this contribution to the funds placed at his disposal for the relief of their suffering fellow-subjects in Lancashire. A discussion arose on the question whether other charitable objects should have a share in the money. Some gentlemen urged that the distress in Coventry and Nuneaton was great enough to warrant an appropriation of a portion of the money in that quarter, and others argued for the London charities, now suffering to some extent from the all-absorbing claims of Lancashire; but the general feeling was that Lord Elgin's view should be adopted; and a resolution was therefore agreed to that the whole fund should go to Lancashire.

The general question of rights of subscribers to charitable funds, where a surplus exists after duly providing for the objects of the charity, was necessarily discussed in reference to the surplus of the Indian Relief Fund. The Governor-General of India, and the trustees of that fund, have taken upon themselves the risk of appropriating a considerable part of the money remaining in their hands for the benefit of the Lancashire operatives, and the proceeding will no doubt meet with general approval among the persons who originally subscribed to the Indian fund, so that in this case the risk of the trustees will be inappreciable. But the discussion which has taken place is, at all events, sufficient to show the necessity that exists for legislation upon the subject, and we believe that in the ensuing session a bill will be introduced into Parliament with the view of laying down a legislative rule and course of procedure for the government of such cases. We are not aware what became of the large sum which remained after relieving the families of those who suffered in the Hartley Colliery accident; but in that case the same question was raised, and, for all that we know, the surplus still remains unappropriated in the hands of the trustees. There are, probably, many other instances of the same kind, and large charitable funds are thus allowed to lie unused, and are ultimately lost sight of, for want of some clear rule and some definite procedure. Wherever such a surplus exists, the trustees, or any one of them, or any subscribers to the amount of, say £50, or their representatives, ought to be at liberty to apply to any equity judge at chambers for a direction or order as to the application of the money. In the case of the Indian Fund, for instance, the trustees or subscribers ought to be at liberty to make such an application, and to lay before the judge, at the same time, a proposal comprising the entire fund. They would probably be required to give notice of their proposal by advertisement to subscribers and all other parties interested, who would thus have an opportunity of objecting to the proposal, or of suggesting modifications in it, if they desired to do so. The subscribers, at all events, would have a right to be heard in any case; and for many reasons it would be desirable that other charities should be also at liberty to offer suggestions. At present, where a surplus exists, all parties interested are powerless, except the trustees are willing to transfer the fund at their own risk, which can hardly be expected of them as a rule. Until the matter is settled by Act of Parliament, the best course for the trustees to adopt would be to give reasonable notice of their intention by advertisement or otherwise, so that subscribers might have an opportunity of objecting, and after the time mentioned in the notice had expired, there would be little risk in transferring the fund to some cognate charity.

Where trustees refuse to move in the matter, there seems to be no reason why subscribers should not require a return of, at least, a rateable proportion of their subscriptions; but as very few persons would be disposed to adopt this course, and the greater part of any such surplus will thus be allowed, so far as the subscribers are concerned, to remain in the hands and subject to the discretion of the trustees, the general public, and still more all charitable institutions, have an interest in the establishment of some simple jurisdiction to deal with such cases. On two or three former occasions we have called attention to the subject, and shall be glad to see it disposed of next session by a well-drawn Act of Parliament.

THE HIGHWAY ACT has undergone much discussion at the recent Epiphany Sessions throughout the country. At the session held at Northallerton (at which Earl Cathcart presided), to take into consideration the provisional order made at the previous sessions for the division of the riding into highway districts, the magistrates thought that if the Act could be adopted, and the several highway boards appointed, with efficient surveyors to carry out the provisions of the Act, it would tend to promote efficiency and economy; but as it appeared that by taking advantage of the Local Government Act, any township might evade the provisions of the Highway Act, they were forced to conclude that the Highway Act could not be advantageously carried out. They were therefore of opinion that the provisional order should not be confirmed, and it was thereupon quashed. At the Berkshire sessions, at Reading, at which Mr. R. Benyon presided, Mr. T. L. Goodlake, in moving the confirmation of the order for constituting the Faringdon highway district, said that at the last sessions prior to the provisional orders constituting certain highway districts the discussion principally turned, if he mistook not, on the question of expense, and the argument against their adoption was chiefly directed to the hardship of compelling a parish to lose its individual management. Beyond a mere vague dread of increased expenditure, and a partial advocacy of parochial interest as against the public good, nothing was urged, nor a single *datum* advanced to maintain by figure or fact the propriety of the new scheme. Lord Overstone, at the same meeting, said he could not help thinking that the new Highway Act was one of the best measures passed for many years, enabling, as it did, parishes to join together to pay skilled men to look after their roads, which they could not do now; and for the sum of money which they now paid they would get roads where they got none at present, and those they had they would be able to keep in infinitely better repair. He believed that the doubt and apprehension which existed were based upon the ground of cost, and it was really the business of the intelligent and

educated magistrates of the county to give some useful instruction to persons less educated than themselves. The motion that the provisional order be not confirmed was put and carried by a large majority, many of the magistrates who had supported the previous motion having left the court, so that the Wokingham division at present is exempted from the operation of the new Act.

At the Somerset Sessions Sir W. Miles stated that, in dividing the county of Somerset into districts, the Poor Law Unions had been taken as the basis of those districts. He also called attention to the state of the South Wales Unions, in which Boards were formed. He found in Glamorgan the mileage of the districts ran from 169 to 240 miles, and the surveyors were paid from £80 to £140 per annum, while £25 per annum was paid to clerks. The lowest salary to a surveyor was £60, and the highest £140; £25 was the highest paid to a clerk, and £10 the lowest. As he had observed, the districts in South Wales were variable; and he found there were districts of 200 and under 300 miles, 8; 100 and under 200 miles, 17; 100 miles and under, 15. Thus it would be seen that even with the maintenance of turnpike roads there was considerable labour for waywardens; and as the Act gave them power not only to appoint a surveyor, but an assistant-surveyor, there was not the least doubt that in the largest districts the roads would be properly superintended by two surveyors.

At the Bedfordshire Quarter Sessions, the chairman (Mr. T. C. Higgins) moved that a provisional order be made for dividing the whole county into highway districts. The motion was seconded by Colonial Stuart, M.P., and supported by Mr. Whitbread. Lord Charles Russell moved an amendment that the operation of the Act should be tried in one of the proposed districts before applying it to the county at large. Mr. Thynne seconded, and Colonel Gilpin, M.P., supported the amendment. After an unusually animated discussion the original motion was carried by a large majority. Several other resolutions for carrying out the provisions of the Act were then agreed to. The county is to be divided into five districts, and one waywarden elected for each parish. The justices assembled also resolved that a Court of General Sessions should be held on the 3rd of March next, to take into consideration the confirmation of the order.

Bankrupts petitioning *in formâ pauperis* appear to have been a source of very considerable emolument to the gentleman appointed to conduct their cases in London. It is stated that Mr. Aldridge has received during the past year no less a sum than £3,000 for his remuneration for the conduct of these cases. By a General Order, the fee allowed upon each case is three guineas, the amount being paid out of the Chief Registrar's Fund. In all probability it was not, at the time Mr. Aldridge received his appointment, anticipated that the number of petitions *in formâ pauperis* would be so numerous as they have been; at all events, it is time that the subject received the serious consideration of the Lord Chancellor, so that the charges upon the Chief Registrar's Fund in respect of these cases may be rendered less burdensome. We would suggest that instead of the present mode of remuneration the solicitor should be paid by salary; and having regard to the nature of the duties performed, we think such salary need not be greater than that which the Corporation of London have decided to be a sufficient remuneration for the gentleman who fills the important office and performs the onerous duties of City Solicitor.

Hilary Term commences on Monday. The lists of the common law courts have been published, and exhibit a large amount of business. In the Queen's Bench there are in the new trial paper three cases for judgment and sixty-six for argument; in the special paper there are two for judgment and thirty-seven for argument; of enlarged rules one is for judgment and seven for argument. In the Common Pleas there are fifty-five matters, of which six are enlarged rules, nine for new trials, sixteen rules in the remanet paper, and four matters for the decision of the Court, including the cause of *Kennedy* v. *Brown and Wife*, and there are twenty demurrers entered. In the Exchequer there are three rules in the peremptory paper, in the special paper one for judgment and sixteen for argument, and in the new trial paper three for judgment and thirty-one for argument. On the 15th instant the judges will appoint their spring circuits. The lists of the courts of equity have been published, and the number of cases set down in those courts is very considerable. The Lord Chancellor will not receive the judges on the first day of Term, and the several Courts will therefore sit at the usual hour.

The Intermediate Examination at the Law Institution will take place on Wednesday, the 21st instant. The subjects will be—1. Common Law; 2. Conveyancing; 3. Equity; 4. Book-keeping. The final examination will take place on Wednesday, the 21st, and Thursday, the 22nd instant. The subjects on the 21st will be—1. Preliminary; 2. Common and Statute Law, and Practice of the Courts; 3. Conveyancing; and on the 22nd the subjects will be—4. Equity, and the Practice of the Courts; 5. Bankruptcy, and Practice of the Courts; 6. Criminal Law and Proceedings before Justices of the Peace.

The Juridical Society will hold its next meeting on Monday, the 12th of January, at eight o'clock, when the question of "Our Present Treatment of Criminals" will be discussed. The discussion will be opened by Mr. Worsley.

The Law Amendment Society will hold its next meeting on Monday, January the 12th, at eight o'clock, when the adjourned discussion on the papers read by Mr. Hastings and Mr. Pulling, on "What shall we do with our Criminals?" will be resumed. A paper on the convict system will be read by Mr. M. D. Hill, Q.C.

THE UNION ASSESSMENTS ACT, 1862.

The Union Assessments Act, 1862, is now under discussion throughout the country, and there is considerable difference of opinion as to the principle upon which valuations are to be made according to the Act. The Poor Law Board have issued a circular, in which they state that the Act "requires that the gross estimated rental shall be the rent at which the hereditament might reasonably be expected to let from year to year, free from all usual tenant's rates and taxes and tithe commutation rentcharge, if any." The circular then proceeds as follows:—

In the circular which the Board issued on the 9th of May, 1859, with respect to the rating of tithe rentcharge, they stated that they had consulted the law officers of the Crown (consisting at that time of Sir Fitzroy Kelly, as Attorney-General, and Sir Hugh Cairns, as Solicitor-General) and Mr. Tomlinson, who expressed their opinion in the following terms with reference to the Parochial Assessment Act, 6 & 7 Will. 4, c. 96:—

"We understand by 'gross estimated rental,' mentioned in the schedule to the Parochial Assessment Act, the rent at which the property might be expected to be let free of tenant's rates and taxes, and tithe commutation rentcharge, the tenant taking these burdens upon himself, and we suppose that in practice the column is usually filled up so far as regards corporeal hereditaments, with figures expressing or approximating to the conventional or rack-rent on a tenancy from year to year. After making the deduction therefrom of average repairs, &c., the rateable value of such property is arrived at."

It appears to the Board to be most advisable that the opinion thus expressed by those eminent counsel should be adopted, and followed by the overseers and the assessment committees in carrying into effect the provision of the 25 & 26 Vict. c. 103.

In accordance with that opinion (from which it will be observed that the word "free" must be considered as referring to "rent," and not to "hereditaments," as its antecedent) the sum to be entered in the column headed "Gross estimated rental" in the valuation lists will be the amount of "the rent at which the property might be expected to let, free of tenant's rates and taxes and tithe commutation rentcharge, the tenant taking these burdens upon himself," so that the column will be filled up with figures "expressing or approximating to the conventional or rack rent on a tenancy from year to year."

If this be done, the "rateable value" will be readily deduced from the "gross estimated rental," by deducting the cost of repairs and insurance, and the other expenses, if any, necessary to maintain the property in a state to command the same rent.

The Poor Law Board lays down the same rule for the Parochial Assessment Act, 1836, and the Union Assessment Act, 1862, which is, in a word, that the gross estimated rental represents the rack-rent—the rent which a tenant liable to the usual tenant's rates and taxes would pay. Mr. Powlett Scrope, M.P., suggests that the assessments to the property tax, schedule A, which, for nearly twenty years, have undergone the close scrutiny of impartial Government assessors, would afford a good test of the accuracy of the several parochial valuations, inasmuch as the ordinary rack-rent is what is assessed to the property tax, and is also the equivalent of the "gross estimated rental." As has been pointed out the identity will be imperfect only in cases where some exceptional kinds of property are assessed to the property tax, and not to the poor rate. Assuming, therefore, the "gross estimated rental" to be so taken, the only difficulty remaining is as to the mode of deducing the "net rateable value." On this subject Mr. Hubbard, M.P., in a letter to the *Times*, makes the following observations:—

It is obviously most important that the amount of these deductions be carefully and scrupulously computed. As regards houses and other buildings, the actual cost of maintenance must, no doubt, vary according to the quality of the construction; and, as regards lands, the proportion of rent outgoing for maintenance will further vary with the value, relatively to the land, of the buildings the use of which is paid for in combination with the use of the land. A sheep-walk, or a purely grazing farm, may be occupied with little else in the way of buildings than the residence of the occupier, while on arable farms highly stocked the buildings may become an important element in the annual value of the property rented.

The Assessment Acts do not determine whether inquiry should be made into the outgoings on each separate holding, or whether an average rate of deduction may be made for a whole parish or an entire union. Convenience seems, however, to suggest the latter course where properties of one kind are similarly circumstanced. Some parishes have already agreed that within the union which they constitute the net rateable value should be obtained by deducting from the gross estimated rental 5 per cent. on land alone, 10 per cent. on farms with houses or buildings, and 25 per cent. on houses, mills, and other buildings. In one county the whole of the unions into which it is divided have been invited to adopt the following scale of deductions:—

For land without buildings	1 to 5 per cent.
For land with buildings	5 to 20 "
For house property generally	10 to 20 "
For cottages not above £6 a year	10 to 25 "
For mills	30 to 40 "

Both these scales suggest the inquiry, "can land without buildings (except under very special circumstances) require an allowance approaching even to 5 per cent.?" And the last scale suggests a doubt whether the 20 per cent. proposed as a possible allowance for land with buildings in not a mistake.

Assuming 20 per cent. as an ample allowance on farm-houses and buildings, an allowance of 10 per cent. on land with buildings would imply that the annual value of the buildings was equal, or nearly so, to the annual value of the land; as, for instance, £20 (or 10 per cent.) allowed upon a farm of £200 a year, would cover the repairs at 20 per cent. of buildings of the annual value of £100. If it be true, as I imagine, that very rarely the annual value of the buildings on a farm can be equal to half the annual rent of the land and buildings, then very rarely it can happen that so large an allowance as 10 per cent. can be required for repairs and insurance.

The advantage of attaining an equal basis for local taxation throughout the country cannot be overrated; but it is evident that the adjustment of the landlord's deductions requires most careful handling. Self-interest, and a leaning towards the old system, will dispose parochial assessors readily to avail themselves of the largest latitude which is presented to them, and the grave responsibility rests on the various union committees of framing their instructions to the overseers in distinct language, and with well-considered and moderate estimates of the various deductions they are to make.

An opinion has been expressed that it is immaterial whether or not an exaggerated scale of deductions be adopted for a union or a county, inasmuch as all the parishes concerned would fare alike. It is to be hoped that this opinion will not be acted upon. Extravagant deductions, if adopted by a union would unfairly diminish the contributions of that union to the county "common fund," and, if adopted by a county, would disturb the proportions which should appear in the recorded values of the real property in the various counties; but, whatever be in either case the weight of practical objection, it should suffice to remark in reprobation of such a proceeding that it would be untruthful.

In some unions there has been already an attempt to return as gross estimated rental the rent at which each rateable hereditament might reasonably be expected to let from year to year, free of all usual tenant's rates and taxes, and tithe commutation rent charge, but the task has been found one of great difficulty and expense. In other places the returns have been taken bodily from schedule A, with the understanding that objections could be made before the union assessment committee. This plan, however, has given rise to the utmost dissatisfaction, and is moreover generally admitted to be unfair.

It is notorious that the proportion of the actual rack-rent to the absolute value of lands varies considerably on different estates, so that if the property tax returns were to be made the common standard of valuation, upon those who have the misfortune to pay high rents would be inflicted the further grievance of high rates, while those who have what are called good landlords would partially escape taxation, unless an adjustment were made upon an appeal against the comparative justice of the property tax returns. The effect would probably be that a chronic warfare would be established in every union between the tenants of the Bountifuls on the one hand and the Gradgrinds on the other. Mr. Sturge, of Bristol, proposes the adjustment of the existing rates to a uniform standard, as the most feasible plan of carrying the Act into operation. He suggests that the valuation lists, as furnished by the overseers, should be placed in the hands of one or two competent surveyors to examine the various scales of valuation, and reduce all to the standard described in the Parochial Assessment Act—viz., "the rent at which the premises might reasonably be expected to let," not a forced or excessive rent on the one hand, nor a low rent on the other. He would thus make the deductions for repairs and insurance on one principle, varied according to the nature of the property; and so a fair and equal rateable value would be arrived at. New valuations would, no doubt, be requisite in some parishes not possessing recent or reliable valuations. But this expense would be saved in the great majority of cases, and the Act would thus be carried into effect at a moderate expense.

Mr. Sturge's scheme appears to us to be the most reasonable which has yet been suggested.

Another writer, who is evidently thoroughly conversant with the subject, argues plausibly that the "gross estimated rental" is such a rent as if there were no rates or taxes in existence, and that to construe the words of the Act as being equivalent to "rack rent" must be productive of injustice. He says that—

Hitherto parochial valuations have been made for parochial purposes only, and it has not been very material whether or

not the intention of the Legislature has been strictly carried out, so long as the property throughout each individual parish was rated upon one uniform principle; and even in cases which have come before the Court of Queen's Bench for decision rates confessedly not made upon a full rateable value, but upon a proportion only, have nevertheless been judicially upheld, because made upon a uniform principle throughout the parish, and therefore just and fair as between the owners and occupiers of the particular parish. But now that a uniform principle of rating is to be established throughout each union, with a view not only to union assessments, but to county assessments as well, it becomes very important, not only that a uniform principle be adopted, but that it shall be one of equally fair adaptation for all purposes, whether of parochial, union, or county assessment. Tried by this test, it is evident that all rates and taxes must be treated alike, and that the hereditament should be valued as if no rates or taxes existed; for in that way only can a uniform rateable value be arrived at adapted with equal fairness for all purposes of assessment. Those who consider the Act to intend the net rent payable to the landlord consider the deduction or allowance of rates and taxes to have been limited to such as are usually paid by tenants in order to provide against instances in which landlords let their properties, themselves undertaking to exonerate their tenants from all such demands. But this is too exceptional a case to account for the introduction of such a provision merely for that purpose; and, moreover, that view of the matter involves at once an inequality of assessment of from 2 to 7, or even 10 per cent., according as the hereditament is subject to or exonerated from land-tax, which it has been judicially decided is not a usual tenants' tax, and cannot, therefore, be treated as such. The land-tax was made perpetual at 4s. in the pound (20 per cent.), but from improved value of property it in general now ranges at from 2 to 7, or 10 per cent., and is itself assessable on the "rateable value" of property.

In favour, also, of the view that it was not intended to deduct or make any allowance for tenants' rates and taxes in determining the gross estimated rental, it is observable that they are of varying amount, and, if intended to have been deducted, the deduction would have been upon an average as is provided with respect to cost of repairs; and there would be this inconsistency consequent upon the deduction or allowance of tenants' rates and taxes—viz., that as poor-rates vary in amount in different parishes from 1s. 6d. to 8s., 10s., or 15s. in the pound, land of the same productive quality would be of different rateable value, according as it happened to be situate in a parish more or less heavily burdened with rates and taxes; and the result would be that in any union assessment for general union charges, and founded upon such a valuation, the parish having the greatest amount of pauperism, and so occasioning the greater share of union charges, would contribute least in proportion to the general union rate; and the parish having the least amount of pauperism, and therefore deriving least benefit from the general union establishment charges, would be charged most in proportion to the union assessment.

This disparity of assessment will, of course, be still more strongly felt, if, as is probable, the charge of maintenance of the poor generally should hereafter become a union instead of a parochial charge.

Rateable value must *ex vi termini* be the value irrespective of and before any rate is imposed (not the value after deducting the supposed or probable amount of particular tenants' rates and taxes). Rateable value should obviously be the same for all rates and taxes, whether landlords' or tenants'.

Mr. Paul, of Cheltenham, who has also written upon the subject, points out the absolute importance of laying down some definite rule for arriving at the net rateable value. He observes,—

With the diverse and conflicting opinions arrived at in certain counties, and which will go forth with the force of authority to the respective overseers therein, how is the proposed uniformity to be secured? Take, for example, the three adjoining counties of Somerset, Wilts, and Devon, and compare the rates of deduction proposed to be made from the gross estimated value in order to arrive at the net or rateable value. In Somerset, in the case of houses and all other buildings, these deductions are not to exceed 15 per cent.; in Wilts and Devon they may go up as high as 25 per cent. So that in any town or city of Somerset a house, mill, or factory, worth, say £100 per annum, cannot be rated lower than £85, while the same property in Wilts or Devon may be rated as low as £75. Can this be deemed a "uniform" valuation? There are similar discrepancies, if I may so call them, as regards other descriptions of property, such as land, farms, and the like, into which I will not enter. If it be objected that, notwithstanding the drawback to which I have thus called attention, each county will be fairly rated, considered by itself and without reference to its neighbour, I reply that this may be so; but what becomes of the intention of the Legislature to secure a "uniform" rating in all the unions of England, and thus to supersede the present most unfair and absurd system, under which almost every parish adopts its own standard of rateable value?

We have grouped together these several opinions and practical suggestions for the information of our readers, as many of them are no doubt at present engaged in considering the provisions of the statute, which is one of great importance in itself, and is of still greater moment as the intended precursor of the general equality of rating throughout the country.

THE BISHOPS *v.* THE RAILWAY COMPANIES.

Neither the vituperative nor the compassionate arguments dealt out plentifully, and pushed beyond the verge of politeness, against the complainants in this strife exactly meet a lawyer's view of the case. *Argumentum ad episcopum*, so tempting and downhill on all occasions, becomes doubly so when it is coupled with *argumentum ad misericordiam* for the Sunday excursionist. So the newspapers daily and weekly, since the memorial of the chiefs of the Church was addressed to the companies, have not spared their harpoons at the ample whales. To a lawyer's mind the remarkable point in the affair is, that the hierarchy should on religious grounds have addressed a memorial to bodies without souls. A corporation, according to *The Case of Sutton's Hospital*, 10 Co., is "only *in abstracto*, and rests only in intendment and consideration of the law." Although "a corporation aggregate of many is invisible, immortal," yet, by the same authority, "they have no souls." Indeed, it is a legal aphorism that a corporation is without a conscience. Could Shylock have apostrophised a corporation with the question which he put of a Jew? Could he have asked, "hath not a corporation dimensions, senses, affections, passions?" It is inconceivable that a corporation can have any religion, unless, indeed, like a dean and chapter, it be established for the performance and furtherance of religious duties, or some other express purpose of worship. A civil, or at least a commercial corporation, is not Christian, Jew, Turk, infidel, or heretic; unless, perchance, part of its constitution be that its members shall be subject to some religious, or, so far as lawful, some irreligious test.

A railway corporation can undoubtedly do wrong, but it must be a wrong within the legal duty and scope of its authority according to its statutory establishment, and not a wrong within the cognisance of a bishop or an archbishop. An indictment will lie against a corporation: *Reg.* v. *The Birmingham and Gloucester Railway Company*, 3 Q. B. 223. An action of defamation lay against the South-Eastern Railway Company in the case of *Whitfield*, 27 L. J. Q. B. 229. So in *Green* v. *The London General Omnibus Company*, 8 W. R. C. B. 88; an action was maintained for "nursing."

Whether any proceeding could be had against a railway company under the Act for the better observation of the Lord's day (29 Car. 2, c. 7), is more than questionable. It is enacted, that "no person whatsoever shall do or exercise any worldly labour, business, or work of their ordinary callings upon the Lord's day, or any part thereof (works of necessity and charity only excepted)." The nearest approach in this Act to a railway company is a "waggoner," who is forbidden to travel on that day under a penalty of twenty shillings. Travelling in general on Sundays is, in truth, recognised by the Act, inasmuch as it is only discouraged by a provision, that if any person who

shall travel on the Lord's day be then robbed, no hundred or the inhabitants thereof are to be answerable for the robbery.

Independently, however, of any question on the language of the Act of Charles II., the Railway Clauses Act itself, which is the governing statute, says nothing about Sunday. On the contrary, by sect. 86, it shall be lawful for the company to carry and convey upon the railway all such passengers and goods as shall be offered to them for that purpose.

While, then, a corporation is a mere creature of law, the statute law seems to be rather in favour of companies on the present question; and thus, godless as they are alleged to be, railway companies have been created by archbishops and bishops themselves in common with the other peers in Parliament. Tried by the common law the duties of corporate bodies are, on the authority of Blackstone, reduced to this single one, that of acting up to the end or design, whatever it be, for which they were created. Of the end or design of a railway company there can be no doubt. It is simply the carriage of passengers and goods offered to them.

The only practical and rational mode in which a railway company could be approached at all by the bishops on the Sunday question—apart from the merits of it—is not by any memorial, but by that for which in their collective capacity they are peculiarly fitted by the constitution of the country—legislation. They have shrunk from what they must consider to have been a duty there. The position which they now take is simply delusive.

STATISTICS OF THE SUPERIOR COURTS OF COMMON LAW.

Almost all recent philosophical investigations in England have been characterised by their close regard to the inductive, as distinguished from the deductive, method of inquiry. Indeed, we at all times presented no slight contrast to our continental neighbours in our dislike for what is commonly called the high *a priori* road. The spirit of Bacon seems to pervade and vivify all our researches, and to render them all more or less practical in their aim. A result of this tendency of the national mind has been the ardent cultivation of statistics in every department where their collection could be made the basis of philosophic deduction. In juristical science there has been a very peculiar change of conceptions amongst the most recent school of English jurists. These deviate so far from the old established opinion that contract, occupancy, &c., were terms as old as law itself, as that they actually undertake to point out the precise periods in the history of the human race when these terms and the ideas they indicate first became familiar to the human mind. We own we think that the *a posteriori* may, as a general rule, be preferred to the *a priori* method in juristical inquiries, without at the same time representing the human mind (as Locke did) as destitute of all original powers of its own. Facts are stubborn things, and figures are equally so. But statistics and ratiocination should not be kept separate, and, while we cultivate the inductive method, we should remember that induction and statistics are useful only so far as they are constituted bases for deduction and sound inference. Although induction may, like many other things, be valued for more than it is really worth, nevertheless if a preference is to be given to either method exclusively, the inductive is doubtless the safer one. They need not, however, be separated; on the contrary, from their union we may expect a daily impetus to the progress of juristical science.

The space at our disposal does not permit us to give as copious extracts from the statistics or as detailed a commentary thereon as we should desire. The reader, however, we hope will peruse these statistical data, not merely with the interest of a practitioner viewing the ebb or flow of litigation, but also with a desire to observe the general working of our legal machine and to ascertain the best means of its improvement.

The following table gives a return of the proceedings on the Crown side of the Court of Queen's Bench in the years 1861 and 1860:—

	1861.	1860.
On writs of mandamus—Applications on affidavit	72	61
On *quo warranto*—Informations filed	7	7
On writs of *habeas corpus*—Applications for writs	63	47
On writs of *certiorari*—writs issued	74	69
Judgments and executions	18	25
On grand jury bills	—	—
On informations *ex officio*	—	10
On orders of sessions—Removed into Queen's Bench	25	30
On special cases from quarter sessions (12 & 13 Vict. c. 45)	11	22
On special cases on proceedings before justices (20 & 21 Vict. c, 43)	45	59

The foregoing abstract is very imperfect, as it does not comprise any account of the conspiracies, perjuries, assaults, nuisances, and other misdemeanours and felonies tried at Nisi Prius, in London and Middlesex, and at the assizes for the counties generally.

The following table contains a summary of all the proceedings on the plea side of the three superior courts:—

Nature of the proceedings.	1861. Queen's Bench. Process issued.	1861. Queen's Bench. Matters heard.	1861. Common Pleas. Process issued.	1861. Common Pleas. Matters heard.	1861. Exchequer. Process issued.	1861. Exchequer. Matters heard.	1861. Total. Process issued.	1861. Total. Matters heard.	1860. Total. Process issued.	1860. Total. Matters heard.
Writs of summons issued	36,447		29,715		48,139		114,301		97,568	
Writs of capias	200		147		302		549		618	
Appearances entered	9,427		8,210		11,463		29,100		25,683	
Judgments	13,310		9,742		18,246		41,297		35,175	
Executions	9,792		7,257		13,474		30,523		25,755	
Motions for new trials		208		187		210		605		554
Other special motions		285		301		228		814		790
Hand motions and side bar rules	1,240		1,013		1,561		3,813		3,309	
Causes referred to Masters	208		164		230		592		501	
Total amount of fees	£27,493 19	0	£17,656	5 0	£39,581	1 0	£74,761	5 0	£64,612	11 0

It is strange that so small a number of the causes commenced are prosecuted to the point of trial. The

main cause of this is that most writs are issued to enforce liquidated demands rather than to determine disputed questions of right. The defendant, therefore, seeing the inexpediency of exposing himself to expensive litigation, pays, settles, or has judgment against him by default. It is creditable to the nation that far the greatest part of its litigation is, as it were, matter of process rather than the outpouring of a litigious spirit. The number of causes entered for trial, however, at Westminster, in 1861, exceeded the number in 1860 by 12·4 per cent., and at Nisi Prius by 8·5 per cent.

It appears from the annexed table of causes entered for trial that the Court of Exchequer is hardly maintaining its old high place in the estimation of the profession. This is very satisfactory. That Court formerly was eagerly resorted to by the profession, because it had a different scale of costs from the other superior courts. *Sed cessante causâ cessat et effectus.* The Court of Common Pleas, on the other hand, has not yet completely emerged from the cold shade cast on it by the profession for the valid reasons that led to their patronage of the Exchequer. These anomalies, however, will gradually disappear.

The most fruitful source of litigation was "for goods sold and delivered (289); next, that for breach of contract (215); next come the suits on promissory notes, bills of exchange, &c. (221); next are the suits for work and labour done (162). For compensation for personal injuries under Lord Campbell's Act, there were 96 actions brought; for replevin, 32; for infringement of patents, 7; in ejectment, 156; for breach of promise of marriage, 43; for libel, 42; and on life and fire policies, 15.

Next week we shall advert to the statistics of circuit business, of judgments, and of proceedings at judges' chambers.

Number of causes.	1861. Queen's Bench. West-minster.	1861. Queen's Bench. Nisi Prius.	1861. Common Pleas. West-minster.	1861. Common Pleas. Nisi Prius.	1861. Exchequer. West-minster.	1861. Exchequer. Nisi Prius.	1861. Total. West-minster.	1861. Total. Nisi Prius.	1860. Total. West-minster.	1860. Total. Nisi Prius.
Entered for trial	825	476	688	254	814	521	2,327	1,251	2,069	1,153
Trials—Defended	342	—	311	—	322	—	975	—	993	—
Undefended	45	—	62	—	86	—	193	—	189	—
Withdrawn, struck out, &c.	382	81	267	57	369	107	1,018	245	884	217

PRACTICAL LAW AFFECTING BILLS OF SALE.

By Frederick Stroud, Author of "The County Court Practice in Bankruptcy."

No. VI.

How Future-Acquired Property may be assigned.

Ordinary bills of sale are comparatively valueless unless they comprise future-acquired property. Stock in trade and household furniture are most commonly the subject matters of bills of sale, and those kinds of property (and especially the first) are in their very nature passing away and being substituted by others. But "it is common learning, in the law, that a man cannot grant or charge that which he hath not" (Perkins, Tit. "Grant," s. 65; *Lunn* v. *Thornton*, 1 C. B. 379, 9 Jur. 350, 14 L. J. N. S. C. P. 161; *Gale* v. *Burnell*, 7 Q. B. 850, 14 L. J. N. S. Q. B. 340; and see hereon Mill. & Coll. on Bills of Sale, 1st ed. 33—38; 2nd ed. 33—40; Beaumont on Bills of Sale, 19—25; Addison on Cont. 5th ed. 146; Broom's Max. 3rd ed. 441). We are thus met at the outset with a plain statement that what we desire so much we are not able to do. You cannot "grant or charge" property unless you possess it *at the time of the grant or charge.*

But on this proposition of law Lord Bacon has the following maxim:—"*Licet dispositio de interesse futuro sit inutilis tamen fieri potest declaratio præcedens quæ sortiatur effectum interveniente novo actu*" (Bacon's Max. Reg. 14); which is translated by Mr. Broom thus (Broom's Max. 3rd ed. 440)—"Although the grant of a future interest is invalid, yet a declaration precedent may be made which will take effect on the intervention of some new act." It amounts to this—a grant of future-acquired property is a good inchoate grant, but it requires some new subsequent act to make it complete.

Now the difficulty generally is that a *fi. fa.* is executed on after-acquired property, before the holder of the bill of sale is aware of it. The rights of the execution creditor then arise, and the giver of the bill of sale is no longer able, however friendly he be, to do any new intervening act, in order that the donee of the bill of sale may have the after-acquired property.

I think all the difficulty surrounding this subject may be removed, and that, practically, future-acquired property may be effectually granted, by a grant thereof followed by a declaration in the grant, *that the mere bringing the goods on the premises of the grantor shall be a sufficient new intervening act for the purpose of carrying the inchoate grant into effect.* If this will accomplish the object, it is plain that it will be the most convenient mode of doing so; for nothing will be required to be done by the grantor except what he will necessarily do.

Now if this statement be carefully considered I think its soundness will be manifest. No one of the cases which have ever been before the courts has had reference to a bill of sale in which the *character* of the requisite intervening act has been defined in the bill of sale itself. Why may it not be so defined?

It is a sound principle of law that a person may contract to create or procure a personal chattel for another, and that when it is so created or procured, and the conditions of the contract performed, the property in the chattel will be in the contractee, although the physical possession of it may be held by the contractor. But before I apply that principle to the argument in hand let me illustrate it by two or three very modern cases.

The case of *Aldridge* v. *Johnson*, 5 W. R. 703, may be first referred to. In that case the plaintiff agreed to purchase from K. 100 quarters of barley, being part of a larger quantity which the plaintiff saw and approved of. It was agreed that the plaintiff should send his own sacks, and that K. should fill the sacks with barley, take them to the railway, and place them on trucks to be conveyed to the plaintiff. The plaintiff sent 200 sacks, and K. filled 155 of them with the approved barley. These 155 sacks, though frequently demanded by the plaintiff, were not delivered by K. K. became embarrassed, and then he turned the barley in the 155 sacks on to the heap whence it was taken, so that it became undistinguishable from the rest of the heap. Afterwards K. became bankrupt. In an action by the plaintiff—against Johnson (who was the official assignee of K.) it was held, that the plaintiff was entitled to recover the barley that had been put in the 155 sacks, because "as soon as each sack was filled with barley, *eo instanti*, the property in the barley in the sacks vested in the plaintiff" (per Campbell, C.J.); and because K. had elected that the barley should be appropriated to the plaintiff, K. "had to fill the sacks which were to be sent to him for that purpose by the vendee, and as soon as he had done an outward act indicating his election (viz., by filling the sacks and directing them to be sent to the railway), the property passed" (per Erle, J.).

In *Aldridge* v. *Johnson* it will be noticed that all the barley was in existence in the vendor's hands at the time of the contract. There was therefore a definitiveness about the transaction, and it might accordingly e supposed as not quite and conclusively applicable to an argument which refers to indefinite property to be acquired in the future. But *Aldridge* v. *Johnson* was followed in and was supplemented by *Langton* v. *Higgins*, 7 W. R. 489. In this latter case the plaintiff had contracted with a farmer to purchase all the oil from his next crop of peppermint. When this future crop of peppermint had been converted into oil, the oil was put into some bottles which the plaintiff had sent to the farmer. The bottles so filled remained on the premises of the farmer, who sold some portion of the oil to the defendant, which had been delivered to the defendant and paid for by him. The defendant refused to give up the oil he had received except on condition that he was repaid the money he had paid the farmer for it. But it was held that, without making this payment, the plaintiff was entitled to recover from the defendant the oil he (the defendant) had received; for "when the oil was put in bottles—particularly as they were the plaintiff's bottles—and weighed, the property passed, on the principle that *when everything has been done by the vendor which he has to do* the property passes to the purchaser." To the same effect is *Gilmour* v. *Supple*, 6 W. R. 445; and see also hereon *Brown* v. *Hare*, 7 W. R. 619; Blackburn on the Contract for Sale, 128; Addison on Cont. (5th ed.) 188.

Now it follows from these cases as well as from legal reason and common sense, that, as I before stated, it is competent for a person to contract to create or procure a personal chattel for another, and that when it has been so created or procured, and has been appropriated according to the agreement of the parties, whether with or without the concurrent knowledge of the contractee, the property in the chattel will pass to the contractee, although the physical possession of it may be held by the contractor.

This seems to me to be precisely analogous to the case of a bill of sale. The contract in the one case, and the bill of sale in the other, may affect to deal with a chattel not in existence or not procured. But that of itself is insufficient to pass any property in the chattel. When the chattel is acquired by the contractor it is his property, and continues to be his until he has appropriated it *according to the terms of the contract*. But when this appropriation has taken place the property in the chattel passes to the contractee. The appropriation, according to the terms of the contract, is the new intervening act which gives completeness to the imperfect contract. And observe that these terms may be whatever the parties please to pre-arrange. The condition may be that the chattel shall be placed in sacks, or in bottles, or—why not?—that it shall be brought on the contractor's premises. The appropriation to give completeness to such an inchoate *contract* as we are considering is the same thing in principle as the new intervening act which is requisite in order to give effect to an inchoate *grant* of future-acquired property. If, then, a bill of sale be made of future-acquired chattels, and in the bill of sale the parties agree that the accomplishment of certain things shall be a sufficient new intervening act for the purpose of completing the inchoate bill of sale, does it not follow from the cases cited and the fair reasoning from them that such accomplishment will pass the property in the chattels to the donee of the bill of sale in the same manner as though they had been in existence at the time of the bill of sale?

I think, then, that it has been shown that it is competent for the parties to declare, in their bill of sale of future-acquired property, what shall constitute the requisite new intervening act. I now proceed to establish the practical result which I seek to build on that principle—viz., that it is allowable, and effect will be given to a declaration, that the mere bringing the goods on the premises of the grantor shall be a sufficient new intervening act done by the grantor. Observe, the new act has to be done by the *grantor*. He is, if he thinks fit, to give effect to his inchoate grant. He may say, if he pleases, that the mere bringing the goods on the premises shall have this effect; and if he has so agreed in a solemn instrument under seal then he knows the consequence of bringing his after-acquired goods on his premises. He will, with his eyes open, be doing that which is the prescribed, necessary act that will give the property in the goods to the donee of the bill of sale. And he must be presumed to intend the natural consequence of his own act. He need not bring the goods on his premises unless he pleases; but if he does, the legal property in them will no longer be his. That legal property will thereupon, and therefore, vest in the donee of the bill of sale.

Such appears to me to be the chain of reasoning by which the intended practical result of my argument is supported. I believe *Lans* v. *Thornton*, *sup.*, is the only case in which anything has been attempted to be made of the fact of the bringing goods on the premises of the grantor. In that case it was argued that this fact alone, *without any prior agreement between the parties*, was of itself a sufficient new act. But this was manifestly too much; and Tindal, C.J., in delivering the judgment of the Court, said, "It appears to us to be an answer to this, that the evidence at the trial is altogether silent on the subject of what accompanied the bringing of the goods on the premises; so that it is impossible to say whether it was the act of the plaintiff or not. And further, the 'new act' which Lord Bacon relies on appears, in all the instances he puts, *to be an act done by the grantor for the avowed object and with the view of carrying the former grant or disposition into effect*. Lord Bacon's language is, 'Of declarations precedent before any interest vested the law doth allow, but with this difference, so that there be some new act or conveyance to give life and vigour to the declaration precedent.' This evidently imports more than the simple act of bringing the property on the premises at a subsequent time, which, if sufficient, would render the rule altogether inoperative. The act to be done by the grantor is to be in furtherance of the original disposition." But all these remarks would surely be different if the act of bringing the goods on the premises was proved to be done by the grantor of a bill of sale in which bill of sale it had been expressly provided that such an act should be a sufficient new act. The grantor would then be doing the very thing which he himself had solemnly declared should be sufficient "to give life and vigour to the declaration precedent." This act would be the very act which had been prescribed to be done "in furtherance of the original disposition." [Consult in connection with these arguments *Hope* v. *Hayley*, 4 W. R. 238, 5 El. & Bl. 830.]

On the whole, then, it appears tolerably clear that the words I will presently give will pass the property in future-acquired goods the moment they are brought on the premises of the giver of the bill of sale; and if so, then practically future-acquired property may be made subject to a bill of sale in the same manner as though it had been in existence at the time of the bill of sale. I suggest that the grant of future-acquired property should be followed by these words:—

"It being the true intent and meaning of the parties hereto that the fact of such other [future-acquired property, *describing it*] respectively being brought or caused to be brought upon or suffered to be upon any of the premises aforesaid by the said [grantor], shall be to all intents and purposes a sufficient new intervening act done by the said [grantor], in order to and the same shall give effect to the inchoate grant and assignment of such [future-acquired property] hereinbefore contained."

If it be urged that this looks too artificial, my reply is that the rule at law is altogether artificial and wholly at variance with the more liberal rule in equity. See

the cases in equity collected in Mill. & Coll. on Bills of Sale, 1st ed., 48—50; 2nd ed., 52, 53.

I have hitherto kept quite clear of the cases which decide that a *license to seize* future-acquired property may be given in a bill of sale, and which further decide that if such a licence has been executed by seizure* before its revocation, *and* before the execution of a *fi. fa.*, *and* before the bankruptcy of the giver of the bill of sale, then the grantee is entitled to hold the after-acquired property he has so seized as against all the world: *Congreve* v. *Evetts*, 23 L. J. N. S. Ex. 273; *Hope* v. *Hayley*, *supra*; *Allatt* v. *Carr*, 6 W. R. 578; *Holroyd* v. *Marshall*, *supra*. See these cases, all but the last, commented on in Mill. & Coll. on Bills of Sale, 1st ed., 41—46; 2nd ed., 42—49. See also Broom's Max., 3rd. ed., 442; Addison on Cont., 5th ed., 146, 147. The dangers which such a licence runs are manifest by a mere statement of the conditions under which it may be executed. If it can be aided in the manner I have laboured to establish, something will have been done for a class of securities which are extensively used, and which as at present drawn, are in so great danger from the fluctuating nature of the property with which they deal.

It is satisfactory to my principal argument to be able to say that if the words above suggested be adopted, they can be productive of no harm, for in the same instrument there may be an incomplete grant of future-acquired property, and also a licence to seize it (*Hope* v. *Hayley*, *supra*) Let the grant, as aided in some such manner as I have pointed out, be accompanied by the licence to seize; but let the taker of even such an instrument remember that possession is nine points of the law, and that vigilance is rewarded by the law, and then I think the utmost will have been done to secure future-acquired property.

EQUITY.

MORTGAGEE OF MINES—INSUFFICIENT SECURITY—ACQUIESCENCE OF MORTGAGOR.

Millett v. *Davey*, M. R., 11 W. R. 176.

When regarded from a practical point of view the rights and liabilities of a mortgagee of mines are peculiar in many respects, although in theory they are all reducible to ordinary heads of equity. Any mortgagee in possession, of whatever species of property, is liable to account for what he might have received, without wilful default on his part, from the time of his taking possession, and it is his duty generally to make the estate productive. The general rule is that a mortgagee in possession is bound to act as a provident owner of the estate—or rather *quasi*-owner, for he is something less than an owner and more than a trustee. Where the natural produce of the property is sufficient to keep down the interest upon the mortgage the position of the mortgagee is free from difficulty. He has merely to act with common prudence as an owner, to keep an account, and to attend to any suggestions made by the mortgagor which are not unreasonable, and would not, if carried out, impair the security. But where the property is in its nature unproductive, without expenditure or without undertaking speculative risk, the position of the mortgagee is one of considerable difficulty, requiring cautious legal advice. If, for instance, there be a mortgage of unfinished leasehold buildings by way of underlease, the mortgagee must be careful not to allow the lease to become forfeited; he must either sell the property or complete the buildings, if necessary, to save the lease. On the other hand, except there are express provisions in the deed enabling him to insure the mortgage property against fire, it is very doubtful whether he is entitled to charge the premiums against the mortgagor. In fact, it has been distinctly held more than once, that he is not entitled. But although he is not ordinarily bound to repair, he will be held responsible for gross or wilful negligence, and will be allowed for necessary or proper repairs, and for lasting improvements. This slight summary is sufficient to show that questions may arise in the case of a mortgagee in possession of mines, especially when the security is insufficient. Where a mortgagee in possession himself opens the mines he will be charged with the receipts, without being allowed the costs of working, upon the ground that he has no right to speculate at the mortgagor's expense; and, on the other hand, if the mines are open the mortgagee is not bound to work them, for that would be to compel him to speculate. But if he does work them he must do so in a proper manner, and so as not to unfit them for future working.

In the above-named case of *Millett* v. *Davey* the mortgagees entered into possession (in 1842) of open mines —which had been abandoned as unproductive. After some years they granted some setts to adventurers at a royalty in respect of which they had received a small sum, for which they accounted. In the course of taking the accounts at chambers the mortgagor raised the objection that the mortgagees had no right to have worked the mines in question, and he claimed to surcharge them in account with the value of the ores raised, and also with the sum of £237 6s. 4d., the estimated value of three acres and a half of the surface property damaged by the working of the mines.

Upon the matter coming before Sir J. Romilly, Master of the Rolls, his Honour having stated his opinion that the security was unquestionably insufficient, thus states the rights of the mortgagees under the circumstances:—"A mortgagee, undoubtedly, with a sufficient security, cannot commit waste, or rather, cannot dispose of any portion of the inheritance; because the word waste is an improper expression, it does not apply to a person who is the absolute owner at law, and who is only subject to the equitable rules of this Court; and this Court will interfere by injunction to prevent him from destroying any part of the inheritance. You are in possession of a property which is sufficient to keep down the interest of the mortgage—to keep down and to pay all the arrears of the interest of the mortgage—and you are not entitled to anything else. You may file a bill to foreclose, if you please, but you are not entitled to destroy any part of the inheritance; and if you do so, it is at your risk and peril, and you must make that good to the mortgagor in taking the accounts. I think it was fairly and well put by Mr. Lloyd, who said the property that is mortgaged to you is the whole estate; you have disposed of a certain quantity of minerals without any sufficient reason, and you must make that good now that I come to pay you off; and thereupon, according to the case of *Thorneycroft* v. *Crockett*, and various other cases, the mortgagor must be charged with the value of the inheritance, and not allowed anything in diminution of that. But where the security is insufficient, a totally different set of considerations arise. There a mortgagee is entitled to make the most of his property for the purpose of realising what is due to him. He may cut timber, and may open a mine, and this Court will not by injunction interfere to prevent his so doing (of course leaving out of the question all those cases of wanton destruction, which it is admitted the Court will interfere to prevent at any time, and under all circumstances), provided it is *bonâ fide*, as in the present case; but the mortgagee does it at his risk and peril, so that if he has a great loss in working the mine, he cannot charge a penny of that loss against the mortgagor, and if he obtains a great profit, the whole of that profit must go in discharge of his mortgage debt. That is the condition upon which he speculates, but subject to that condition of speculation he is entitled to make the most of the property for the purpose of producing it." The only question therefore in this case could be whether the mines had been worked properly, and upon this point the Master of the Rolls considered that the mortgagor was concluded by acquiescence.

* In *Holroyd* v. *Marshall*, 2 Giff. 382, Vice-Chancellor Stuart held, under the circumstances of that case, that the possession by the assignor was as agent for the assignee; but this was reversed on appeal, 9 W. R. 303.

We have seen that the mortgagee in such cases is treated as something more than a trustee of, but less than an actual owner in dealing with, the mortgage property; and in equity the mortgagor even after possession had been taken, has in himself the equitable compliment of ownership, and so there is imposed upon him duties correspondent to his rights. It is his duty, by suggestions or otherwise, to aid the mortgagee in making the estate productive, and to caution him against what may be injurious. If he look on at the proceedings of the mortgagee without objection, he will not afterwards be allowed to impeach them, unless perhaps, upon some such ground as that of fraud; and this was one of the principles upon which the Master of the Rolls in this case decided against the mortgagor.

BEQUEST OF INCOME—SEPARATE USE.—Bequest of leaseholds to trustees in trust to receive the rents, and pay the same to the separate use of a married woman, her receipts to be sufficient discharges, and in case she should die before the expiration of the lease upon trusts for the benefit of her children, and a general residuary bequest. The married woman having died without issue, Held, that she took the absolute interest.—*Watkins* v. *Weston*, M. R., 11 W. R. 196.

PARTICULAR BAPTISTS—TRUST DEED.—A society of persons forming a Particular Baptist church purchase a piece of land whereon to build a chapel, for the regulation of which a trust deed is executed, whereby the land, chapel, &c., are conveyed to trustees in fee, upon trust from time to time, and at all times thereafter to permit the chapel to be used, occupied, and enjoyed as a place for public religious worship and service of God, by the society of Protestant Dissenters at R., of the denomination called Particular or Calvinistic Baptists, and by such other persons as should thereafter be united to the same society and admitted members thereof, with other provisions as to the appointment of a minister, new trustees, &c. The minister then appointed having admitted persons not Particular Baptists to the communion, a declaration of faith is drawn up, with rules of management, and a minister subsequently appointed having again allowed open communion and persisted in it, after an appeal to the trustees, and a remonstrance with him by them, certain members of the church and some of the trustees file an information and bill against the minister and the other trustees, for a declaration that on the true construction of the trust deed none but Particular or Calvinistic Baptists are entitled to the benefit of the trusts or participation in the Lord's Supper, for carrying out the trusts, for an injunction to restrain the defendants from admitting to church membership or communion persons not being Particular or Calvinistic Baptists, and for the removal of the defendants from their respective offices.

Held, that it appeared by the evidence, documentary and otherwise, that the practice of open, or mixed, or strict communion, were not matters of doctrine, but of church order, and that each church, being a complete and distinct body of Particular or Calvinistic Baptists in itself, might practise either open, mixed, or strict communion, as they chose from time to time, and still remain a Particular Baptist church, and that what had been done was quite regular. The information and bill was dismissed with costs.—*The Attorney-General* v. *Etheridge*, V. C. K., 11 W. R. 199.

WILL—SUCCESSIVE GIFTS ABSOLUTE.—W. S. gave the residue of his property to M. C. for her own absolute use provided she survived his wife, or if she married before his wife's death, then between her children, but if none then to her husband. W. S. married and had children in testator's wife's lifetime. Held, that she took absolutely. —*Re Sarjeant*, V. C. S., 11 W. R. 203.

PARTNERSHIP—DIVISION OF PROFITS—PAROL AGREEMENT.—Where two persons carrying on business together, and one carrying on business alone, agreed by parol to join in a particular adventure, which was carried out by contracts in which they were described as of their respective houses of business,

Held, that in the absence of any stipulations or evidence of dealing to the contrary, that the three individuals were entitled to participate equally in the profits.—*Warner* v. *Smith*, V. C. S., 11 W. R. 203.

WINDING-UP ACT 1848.—An official manager of an unincorporated company cannot institute a suit on behalf of some of the members against others, to make such others liable for misapplication of funds. Although under some circumstances an official manager of such a company may institute a suit, as a general rule he can neither sue nor be sued, at law or in equity; nor if he can sue can he do so unless he represents the whole company. The 50th section of the 11 & 12 Vict. c. 45, applies to corporate as well as non-corporate bodies, the words "on behalf of the company" meaning "in right of," or "as representing," and not "for the benefit of."

Where an official manager, under the 52nd and 53rd sections of 11 & 12 Vict. c. 45, cannot carry on an existing suit, he cannot institute a new one.

Where in the course of the winding-up of a company a suit is instituted by the official manager to recover funds from some of the members, that suit is not a part of the winding-up.

Where an objection to a suit, although upon a ground upon which there is no authority, might have been taken by demurrer, but is not taken and the suit is allowed to go to a hearing, and the bill is dismissed on the ground of the objection, it will be dismissed without costs.—*Ernest* v. *Weiss and Others*, V. C. K., 11 W. R. 206.

COMMON LAW.

COSTS OF ACTION IN SUPERIOR COURT—COUNTY COURT ACT.

Parr v. *Lillicrap*, Ex., 11 W. R. 94.

A question of some practical importance has been at length set at rest by the decision of the Court of Exchequer in this case. It is now settled law that where an action is brought in a superior court, and the defendant pays into court a sum not exceeding £20, which the plaintiff accepts in full satisfaction of the cause of action, the plaintiff is not deprived of his costs by the provisions of the County Court Act (13 & 14 Vict. c. 61, s. 11). It is thereby enacted, that if in any action, commenced in one of the superior courts, in covenant, debt, detinue or assumpsit, not being an action for breach of promise of marriage, "the plaintiff shall recover" a sum not exceeding £20, the plaintiff shall have judgment to recover such sum only, and *no costs*, except where judgment has gone by default, or where the judge at trial certifies, or upon a summons at chambers, orders the payment of regular costs. The question in such cases as in the above-mentioned case of *Parr* v. *Lillicrap* is simply whether payment into court by a defendant brings the case within the provisions of this enactment. If the plaintiff, having brought his action in one of the superior courts, accepts from the defendant a sum less than £20, does the plaintiff thereby "recover" such sum so as to be disentitled to costs within the 11th section of the County Court Extension Act, 1850? The only reported case which appears to have expressly decided this point is *Chambers* v. *Miles*, 3 W. R. 413, in which Coleridge, J., after taking time to consider his judgment, held that the plaintiff was in that case entitled to his costs, although he had accepted a sum of less than £20 in full satisfaction. The sole difference between the two cases was that in the older case the action was brought originally for a sum exceeding £20, whereas, in the recent case, the action was brought to recover a sum of £12 5s. 6d. only. The recent decision, however, does not proceed upon any such distinction, but deliberately overrules *Chambers* v. *Miles*, although there Coleridge, J., in delivering his judgment, mentioned that he had found by inquiry that four other judges had considered the point, and had thought it right, and decided upon the

construction of sect. 11, that the plaintiff in such a case should be allowed his costs. All these decisions went upon the ground that the acceptance by the plaintiff of a sum less than £20, paid into court by the defendant, was not the recovery of the sum within the meaning of the Act; and even apart from this technical distinction, Coleridge, J., considered that it left it open to a party to sue in a superior court, subject to certain consequences in respect of his costs, and that such a right ought not to be construed invidiously. "Otherwise," said his Lordship, "if a party to whom a sum exceeding £20 was actually due, sued in the superior courts for, and chose to take out a sum less than £20, paid into court in satisfaction, rather than go to trial, he would run the risk of losing his costs, and would be put in an unfair position. It is easy to suppose a suit for £21 or £22, and the defendant paying into Court £19 19s. It would be wrong for the plaintiff in such a case to go on; and yet, supposing a different construction of the Act, he would be bound to go on in order to make sure of his costs. To stop then would be to forfeit them." That decision therefore proceeded upon two grounds: 1, that where a plaintiff accepted a sum less than £20 paid into court, he did not recover within the meaning of the Act; and 2, that at all events, where the sum sued for exceeded £20, the plaintiff did not lose his right to costs by accepting a smaller sum. As to the observations of Coleridge, J., touching the second point, which we have quoted, it may be observed that the distinction there drawn between cases where the sum originally sued for exceeded £20, and those where it is under that sum, however reasonable it may be in theory, would be productive of much practical inconvenience, if not injustice. It would be no doubt hard upon a plaintiff suing for the larger sum that his costs should be forfeited because he accepted a few shillings less than £20, and this is a case which ought to be, if it is not, within the jurisdiction of a judge sitting in chambers. But on the other hand it would be equally hard upon defendants to be deprived of the benefits intended for them by the statute, where the plaintiff laid his claim at a sum exceeding £20 (as no doubt would be often done) for the mere purpose of obtaining costs. This distinction would therefore be likely to operate as an invitation to such a contrivance on the part of cunning plaintiffs; and, moreover, general convenience, and the desirableness of a certain and intelligible rule, are in favour of confining the question to the first point merely, viz., whether the sum so obtained by the plaintiff is "recovered" within the meaning of the Act. We have seen that Coleridge, J., was of opinion that it is not. The Court of Exchequer, in *Parr* v. *Lillicrap*, have now distinctly, and, if we might venture an opinion, rightly decided to the contrary. Pollock, C.B., considered that the meaning of the word "recover" was not only "recover by verdict," or "by judgment," but "by means of the suit;" and the other judges coincided with this view.

In *Robertson* v. *Sterne*, reported in a note 11 W. R. 94, the Court of Common Pleas held that where, in a compulsory reference under the Chancery Procedure Amendment Act, 1854, directing that the costs should abide the event, and a sum of less than £20 was awarded, the plaintiff was not entitled to his costs, within the meaning of sect. 11, and in deciding the above-named case of *Parr* v. *Lillicrap*, the Court of Exchequer, in principle, followed this ruling, and expressly overruled *Chambers* v. *Miles*. The result is that now it may be stated unhesitatingly, that where the sum originally sued for in the superior court, is more than £20, and *a fortiori* where it is less, and the plaintiff, under the provisions of the Common Law Procedure Act, sect. 73, accepts less than £20, "in full satisfaction and discharge of the cause of action," he is disentitled to costs by sect. 11 of the County Court Extension Act, 1850.

FALSE IMPRISONMENT—REASONABLE BELIEF.—In an action for false imprisonment the defendant is entitled to notice of action under sect. 33 of the 24 & 25 Vict. c. 99, if he honestly believed in the guilt of the plaintiff, and also believed that he (the defendant) was exercising a legal power; and this is so although it be also expressly found by the jury that the defendant did not reasonably so believe, the latter finding being, in such case, immaterial.—*Hermann* v. *Seneschal*, C. P., 11 W. R. 184.

LEGACY DUTY.—A testator devised real estate to A., with a proviso that B. should have the option of becoming the purchaser, or beneficial proprietor, or owner of the premises at the price of £10,000 Consols; and therefore, that upon B. investing such sum in the names of trustees upon certain trusts in favour of A., the uses limited to A. in the premises should determine, and the same should enure to the use of B. B. exercised the option, and invested the said sum according to the trusts of the will.

Held, that legacy duty was payable under 45 Geo. 3, c. 28, and 48 Geo. 3, c. 149, in respect of the sum so invested, as being moneys arising by a "disposition" of real estate.—*Attorney-General* v. *Wyndham*, Ex., 11 W. R. 185.

SHERIFFS' COURT.

(Before Mr. Under-Sheriff BURCHELL.)

Jan. 1.—An action brought in the Exchequer was tried in which the sum sought to be recovered was £3 15s. 9d. The question was whether the amount was included or omitted in an account which had been settled. After the case had occupied nearly three hours the jury retired. In about an hour they asked to be discharged, but they were not allowed to depart. The learned Under-Sheriff suggested that the parties should consent to a juror being withdrawn, and thereby save further litigation. Mr. Greville (Greville & Tucker) was willing, but Mr. Schultz, for the plaintiff, declined. The jury were further detained, and when the officer of the court again went to the room he found some smoking, and was told there was no chance of their agreeing to a verdict. After some further delay the attorneys on both sides consented to the jury being discharged, leaving the matter open as to any further litigation. Mr. Under-Sheriff Burchell sent for them, and they said they could not agree, on which they were discharged. One of the jurymen thought the law ought to be altered to make a majority binding. Another juror was about to make a statement of their differences. Mr. Under-Sheriff Burchell.—"I cannot hear you; you must not disclose the secrets of your 'prison-house.'" The jury were accordingly discharged without giving a verdict.

SURREY SESSIONS.

(Before THOMAS TILSON, Esq., Deputy Chairman.)

Jan. 7.— William Callaghan, *alias* Reeves, described as a wood-engraver, was put upon his trial charged with being found at night—having in his possession, without lawful excuse, certain implements of house-breaking—at Richmond, after a previous conviction of felony.

On the conclusion of the evidence in support of the charge the Deputy Chairman summed up, and after a short consultation,

The foreman of the jury said—We find the prisoner guilty, with the benefit of a doubt.

Mr. TILSON.—If you have any doubt, you should give the prisoner the benefit of it. I cannot take such a verdict.

The foreman.—Well, there is a doubt amongst us; but we think he is guilty.

Mr. TILSON.—You had better retire, and consider your verdict.

The jury then retired, and, having been locked up for several hours, entered the court at a late hour, when

The foreman said it was impossible for them to agree—nine were one way, and three another.

Mr. TILSON, the Deputy Chairman, observed that as there was no chance of their agreeing he should discharge them, but the prisoner must be detained, to be tried by another jury.

BANKRUPTCY LAW.

CONDITIONAL DISCHARGE—BANKRUPT'S INCOME.—A yearly allowance which a bankrupt receives by way of gratuity from a relative cannot be made applicable under either the 139th or 159th section of the Bankruptcy Act, 1861, towards payment of debts.—Per Goulburn, Comm., *Re Lord George Osborne Townshend*, 11 W. R. 194.

RE-HEARING OF DISPUTED ADJUDICATION—Where an adjudication has been disputed by a bankrupt, and after hearing confirmed, the Court will not re-open the case upon a suggestion that the proceedings were irregular, and that the bankrupt had not been served with a copy of the adjudication.—Per Goulburn Comm., *Re Songhurst*, 11 W. R. 194.

ORDER OF DISCHARGE—OMISSION OF DEBT FROM SCHEDULE.—Where the debt of a creditor has been omitted from the account presented to the Court by a bankrupt and in consequence of such omission the creditor is misled, and has not an opportunity of opposing the bankrupt's application for an order of discharge under the 110th section of the Bankruptcy Act, 1861, it is competent for the Court, upon production of an affidavit stating the circumstances, to allow the creditor to prove and to apply under the 168th section for a re-hearing of the order of discharge.—Per Holroyd Comm., *Re Van Noppen*, 11 W. R. 193.

COURT OF BANKRUPTCY.

With reference to the inconvenient business arrangements of this court, the reporter to the Standard makes the following observations:—"The profession, and most individuals who have business in the different departments connected with bankruptcy, complain of the inconvenience experienced through the arrangements made for carrying on its administration. Apart from the irregularity in the attendance of some of the commissioners, the crowding of sittings in the lists, and the want of business aptitude in the new registrars, there are minor evils which should without delay be remedied. For instance, the maintenance of Mr. Commissioner Fonblanque's court, with Mr. Stubbs the messenger and his subordinates, when the business could well be done in the other courts, if the infirmities of the commissioner will not allow his attendance, is a direct infringement of the great principle of economy and facility in the administration of the Act of 1861 which it was said would be accomplished when it was brought into operation. Further, there is the unsettled question with Mr. Cooper, the messenger in Mr. Commissioner Evans's court, who, when that learned gentleman retired, was to be transferred to Mr. Commissioner Holroyd's court, but, in consequence of the claim raised by Mr. Dubois, his clerk, who has been acting some time in that court for Mr. Cooper, the latter has not yet taken his position. These and many other points are discussed, and it is feared they cannot fail to bring bankruptcy practice into greater disrepute than ever."

(Before Mr. Registrar MILLER.)

Jan 6.—In re Laurence Mooney.—The bankrupt was described as of 39, Bury-street, St. James's, and also of Bachelor's-walk, Dublin, attorney-at-law. According to a preliminary list furnished by the bankrupt, it appears that the unsecured creditors amount to £3,270; secured creditors, £10,966; liabilities, £3,784 11s. 2d.; assets not yet ascertained.

Correspondence.

BANKRUPTCY ACT, 1861—ARREST OF DEBTOR AFTER REGISTRY OF CREDITORS' DEED.

I have lately registered a deed in the form given in Schedule D. to the Bankruptcy Act, 1861, under the 194th section of that Act, and with it of course were filed all the documents required by sect. 192 and the order of May, 1862. The deed was duly gazetted under sect. 193, and in usual course a certificate of protection, "as in bankruptcy," was obtained under sect. 198.

The debtor has, however, just informed me that a *ca. sa.* is out against him, issued on a judgment obtained before the execution of the assignment, and the question arises, "can a sheriff arrest in defiance of the certificate of protection, and if arrested, in what court and in what manner can the debtor's liberty be obtained?"

By sect. 198 it is enacted, "that after notice in the *Gazette* of the registration of the deed, no execution against the debtor's property or person (other than such process as may be had against a debtor about to leave England) shall be available to any creditor or claimant, without leave of the Court;" and by sect. 229 it is enacted that the words "the Court," shall mean the Court of Bankruptcy, or a county court acting under the Bankruptcy Act. From which sections I should have concluded that no person having a certificate of protection could be arrested unless the creditor or claimant authorising the arrest had first obtained the "leave of the Court"—*i. e.*, the Court of Bankruptcy, had I not learned, by inquiry of persons practically acquainted with the matter, that in several cases sheriffs have made arrests without such leave first obtained.

The second question then arises, supposing a debtor with a certificate of protection, arrested—how to obtain his release?

Is it by application to the Bankruptcy Court? What authority has a commissioner of bankruptcy over a sheriff? Is it by application to a common law judge in chambers? How can a common law judge, unless he insist on the creditor arresting proving the "leave of the (Bankruptcy) Court," mentioned in sect. 198 (and I am now discussing the question as I am told it has arisen, where the arrest has been made without such consent), discuss and decide on the validity of the protection, depending as it does on the validity of the assignment—a point involving all the minutiæ of sect. 192, and the requirements of the order of May, 1862?

It appears to me, that in case of an arrest of a debtor with a certificate of protection, no leave having been obtained, a common law judge at chambers should at once give an order for his discharge, and that until the protection has been set aside in the Bankruptcy Court, as of course it is when "leave" is given to arrest, the certificate should be held valid by all the other courts. This, however, I am informed, is not the case. May I, therefore, trouble you to insert this long, and I fear far from clear letter, that I may obtain the advantage of the knowledge and experience of your readers on the point.

London, Jan. 3, 1863. A COMMON LAW CLERK.

THE BANKRUPTCY ACT, 1861.

Public attention has recently been directed to the manner in which the Lord Chancellor had thought fit to exercise the power of framing general orders under the new bankruptcy law, and especially concerning the amount of the remuneration which Mr. Aldridge, the solicitor appointed to conduct pauper cases, has received. The *Gazette of Bankruptcy* in some recent remarks upon the subject observes:—"The subject of pauper cases, the expenses of which are borne by the Chief Registrar's Fund, has not escaped the attention of the authorities. It appears that the solicitor appointed to conduct these cases in London has, during the past year, received a sum of about £3,000. This gentleman and solicitors in the country performing similar duties have hitherto received, under a general order, the sum of three guineas for the conduct of each pauper case. We believe that a new order will shortly be issued diminishing the remuneration of these gentlemen by one-third, giving them two guineas in room of the three guineas previously paid. We are glad to have an opportunity of stating these facts in order to remove the gross misrepresentations which have been made concerning the amount of the remuneration which Mr. Aldridge has received." It is admitted, then, that for the past year Mr. Aldridge has received £3,000 out of the Chief Registrar's Fund in pauper cases alone—that is to say, in those cases in which prisoners file their petitions in the court *in formâ pauperis*. But it must not be supposed that for this remuneration the bankrupt derives any professional assistance from Mr. Aldridge; the signature of Mr. Aldridge is simply the passport by which the pauper prisoner is enabled to obtain the benefit contemplated by the statute; but there is another source of revenue secured to Mr. Aldridge by the general order to which no reference is made in the above remarks, by which Mr. Aldridge is enabled to diminish the dividends, and in the majority of cases where the assets are small to entirely absorb the estate of these bankrupts, where no creditors' assignee is appointed. The amalgamation of the two previously distinct systems of bankruptcy and insolvency has during the past year brought an increase of upwards of 2,000 cases to the London Court of Bankruptcy. In the majority of these cases over which the Insolvent Court had jurisdiction, the estates being small, the creditors do not interfere, and consequently the official assignee remains sole assignee of the bankrupt's estate, and is called upon to fulfil the same functions as were formerly exercised by Mr. Sturgis, the provisional assignee of the Insolvent Court, possibly to collect a few debts or to realise a trifling amount of stock or a few articles of furniture. The proceeds in the hands of Mr. Sturgis were formerly divided amongst the creditors in the shape of a small dividend; and where the dividends were so small as to be beneath the acceptance of creditors the same were allowed to accumulate. The interest arising from the investment of these accumulations was applied by the commissioners in defraying the expenses of those prisoners who were unable through poverty to petition the Court.

By the operation of Lord Westbury's order Mr. Aldridge is enabled to tax a bill of costs against those small estates, sufficient, in most cases, to absorb the entire amount of the assets. The result, therefore, is that the dividends which were formerly either distributed amongst creditors, or suffered to accumulate for the relief of pauper prisoners, are applied to the payment of Mr. Aldridge's charges as soliciter to the official assignee. The paupers are relieved at a loss to the revenue of the country, and Mr. Aldridge has drawn £3,000 from the Chief Registrar's Fund in his second capacity of solicitor to the paupers.

The creation of the office of solicitor to the official assignee in cases in which creditors do not seek to appoint a trade assignee is equally unjustifiable and unnecessary as is the appointment of a solicitor in pauper cases, and would therefore appear to have been created with no other view than that of conferring emolument on its occupant.

It is stated that a new rule will shortly be issued reducing Mr. Aldridge's remuneration one-third, so as to leave him £2,000 per annum for the pauper cases; such an attempt at a compromise, now that the question of the utility of the appointment is before the public, will be of little avail. S. A.

MERCANTILE LAW.

FIRE INSURANCE.—A policy of insurance against fire was effected on a ship subject to the conditions contained in a set of rules which were primarily intended to apply to the insurance of houses and buildings, and which provided amongst other things that if more than twenty pounds weight of gunpowder should be "on the premises" at the time when any loss happened, such loss would not be made good.

Held, that the proviso in question was applicable to the case of a ship.—*The Beacon Life and Fire Assurance Company* v. *Gibb*, 11 W. R. 194.

ADMIRALTY LAW.

MASTER'S WAGES.—Constant drunkenness on the part of the master, or non-performance of duty ascribed to intoxication (but not occasional intoxication), will work a forfeiture of his wages.

An error in judgment on the part of the master will not work a forfeiture of his wages.

Semble, the loss of the ship's boat and other property ascribed to the master's drunkenness would work a forfeiture of his wages *pro tanto*.—*The Atlantic*, 11 W. R. 188.

SEAMAN'S WAGES—BOTTOMRY.—The seaman's claim for wages takes precedence of the master's claim, either for his own wages or for advance of wages made to the seaman.

The master's claim for wages has priority over the claim of a bottomry bond-holder except in cases where the master has expressly bound himself in the bond to pay the money advanced on bottomry.—*The Salacia*, 11 W. R. 189.

DAMAGE.—The Court has jurisdiction to entertain a cause of damage promoted by a vessel in tow of a steam-tug, by reason of a collision with another vessel caused by the misconduct of the steam-tug.—*The Night Watch*, 11 W. R. 189.

COLLISION ABROAD.—The Court has jurisdiction to entertain a suit for damage by reason of a collision between an English vessel and an Irish vessel, in a canal in Holland.—*The Diana*, 11 W. R. 189.

PROBATE.

WILL OF DECEASED SOVEREIGN.—The Court has no power to entertain an application raising the question of the validity of the will of a deceased Sovereign of England.

The Court refused to grant an application for leave to cite the Attorney-General as the representative of the reigning Sovereign, the heir-general of his late Majesty King George IV., the heir-at-law of his late Majesty King George III., to see a testamentary paper propounded as the will of his late Majesty King George III.—*In the goods of his late Majesty King George III.*, 11 W. R. 190.

WILL OF MARRIED WOMAN—CETERORUM GRANT.—A testator appointed his wife sole executrix and universal legatee. She obtained probate of his will and married a second husband. During her coverture she made a will under a power and appointed her second husband sole executor. He survived her and obtained limited probate of her will, and took out letters of administration of the rest of her personal effects. The Court granted administration of the unadministered estate of the first husband to the second husband.—*In the goods of George Martin, deced.*, 11 W. R. 191.

ADMINISTRATION BOND.—The proper mode of proceeding under the 83rd section of the Court of Probate Act, 1857, when the condition of an administration bond has been broken, is to move for a rule *nisi* calling on the sureties to show cause why one of the registrars of the Court should not be ordered to assign the bond to a person named in such rule.—*In the goods of Jones, deced.*, 11 W. R. 191.

DIVORCE AND MATRIMONIAL LAW.

DISMISSAL OF PETITION ON CO-RESPONDENT'S APPLICATION.—In a suit for dissolution by a husband, who also claimed damages from the co-respondent, the respondent did not appear, and the co-respondent pleaded a denial of the charge and other pleas. When the issues came on for trial before the Court and a jury, no evidence was tendered on behalf of the petitioner, and the jury found that the co-respondent had not committed adultery with the respondent. After the expiration of the time for an application for a new trial, the Court, at the instance of the co-respondent, dismissed the petition, and condemned the petitioner in costs.—*Potts* v. *Potts and Lord Bateman*, 11 W. R. 192.

AMENDMENT OF PETITION—RE-INSERTION OF CHARGE AGAINST CO-RESPONDENT.—Upon the trial of a petition by a husband for dissolution, the Court allowed the petition to be amended at the close of the petitioner's case, by striking out the name of the co-respondent, who had appeared but had not answered, and inserting a charge of adultery between the respondent and a person unknown. The jury returned a verdict for the respondent, but the Court afterwards made absolute a rule for a new trial on the ground that one of the witnesses had made a mistake in her evidence. An application by the petitioner to amend the petition by re-inserting the name of the co-respondent was granted upon payment of costs. The claim for damages having been withdrawn by the petitioner before the evidence had been given in support of the petition, the Court refused to allow it to be re-inserted. —*Jago* v. *Jago and Graham*, 11 W. R. 192.

DISSOLUTION—SETTLEMENTS—20 & 21 VICT. C. 85, SECT. 45—22 & 23 VICT. C. 61, S. 5.—After a marriage has been dissolved by reason of the wife's adultery, the Court will not interfere with settlements for the purpose of taking away from the husband any benefit which he may derive from them.—*Thompson* v. *Thompson and Barras*, 11 W. R. 193.

GENERAL CORRESPONDENCE.

ARTICLED CLERK.

In answer to the question, in your last number, put by "A. F. T. S.," I should say, that it is presumed that when an articled clerk enters the offices of his master, he is at liberty to make use of, for his own instruction, all the documents and books there found. It is also presumed that when a solicitor takes an articled clerk he is provided with the means wherewith to "teach and instruct" him. If a solicitor be provided with the necessary materials (in way of books of the law and of practice) to carry on his profession, it is na-

turally supposed that those would be sufficient for any articled clerk who would wish to acquire a knowledge of his profession. If an articled clerk were to think his master is bound to provide him with any book he might take a fancy to it would be simply absurd. ATTORNEY.

Jan. 5, 1863.

PRELIMINARY EXAMINATIONS.

In answer to "Another Law Student," I beg to state that the examiners give three subjects for writing a short English composition, on one of which the candidates must choose, but only one, each candidate choosing the one he prefers; the candidates have pen and paper furnished them, and they write their answers to the several printed questions delivered to them, and have a stated time to answer the questions on each particular subject. I believe the time allowed me for writing a composition was two hours. The subjects on which it was to be written were not made known till the examination began. With regard to the question concerning Part II., I observe that two paragraphs from Cicero de Natura Deorum, Book I. (the work I chose), were printed on a piece of paper in Latin and delivered to me to translate into English, but I was not allowed to use a dictionary, or in fact any book whatever, during the whole examination. S. C.

CHANCELLORS' FEES.

Your correspondent of last week, who wants to get some information on the history of the emoluments of the Lord Chancellor, may perhaps find all that he requires in Dixon's recent work on Lord Bacon, which has been noticed in your columns. T.

SERVICE OF WRIT—COUNTRY AGENT'S CHARGES.

Will you or any of your readers inform me whether, under the present practice, the following charges for service of writ in the country, if paid within four days, are correct:—Letter, 3s. 6d.; Instructions, 6s. 8d.; Writ, 12s. 6d.; Special Indorsement, 5s.; Agent's charges, 8s. 6d.; Attending settling, 3s. 4d.; letters, 3s. It is contended the last two items are irregular.

Jan. 7, 1863. X. Y. Z.

ARTICLED CLERKS—INTERMEDIATE EXAMINATION.

I have observed of late that you have published in your paper some information respecting the preliminary examination which must be passed before articles of clerkship can be executed, and one of your correspondents who has undergone this examination has given the public, through your journal, his experience of it, at the same time stating some of the questions he was asked.

Will you now give some information respecting the intermediate examination, and will you (if possible) after the 21st instant publish the list of questions which were asked at the intermediate examination on that day?

As the subjects for the intermediate examination will be the same at every term throughout this year, will some person who undergoes this examination on the 21st instant give through your journal his experience of it, at the same time mentioning questions which were asked him, in the same manner as your correspondent has done concerning the preliminary examination. If any one will do this he will be conferring a boon on all articled clerks who hope to pass their intermediate examination before the expiration of the present year. C.

APPOINTMENT.

Mr. ROBERT TEMPLE has been appointed Master of the Supreme Court of the Island of Mauritius.

PROVINCES.

STAMFORD.—At the quarter sessions held in this town on the 3rd inst., an appeal against a conviction by the magistrates of Stamford in petty sessions under the Night Poaching Prevention Act, was heard before Mr. Frederick Flowers, Recorder. The hearing at petty sessions is stated *ante* p. 166, but as the case has excited a great deal of interest, and the point involved in it is of some importance, we give the hearing before the Recorder in full. The facts are these:—On the night of the 11th ult., Mr. Joseph Atkinson, of Holywell, met a party of men on the Ryhall-road, going in the direction of extensive game preserves, and, suspecting they were poachers, gave information to the police. Between four and five o'clock the following morning posts were assigned to the police force to watch for the poachers coming into the town. Sergeant Harrison, police-constable Wade, and special constable Birch proceeded towards the Ryhall tollbar, and about six o'clock perceived five men approach them who appeared to be heavily laden with game. They had also with them a dog of the lurcher breed. The police came up with the men at a place called Ryhall "hollow," in the borough of Stamford, and they found they were notorious poachers, named Robert Blades, Henry Yates, William Yates, James Yates, and a stranger. Robert Blades and James Yates made off, but the former was captured by Sergeant Harrison, and in a bag found in his possession were one hare, five rabbits, and a quantity of netting and pegs. When the sergeant took the bag from him Blades remarked, "What fools we were for coming this road, as Bill Kingston told us you were on the look-out for us on the Uffington-road." Birch took from William Yates a bag containing five rabbits and two hares, and in the bag taken by Wade from Henry Yates were one hare, five rabbits, and a quantity of netting. James Yates, who ran across the fields, was stopped on a road leading to his house. Upon seeing the policeman he dropped his bag in a dyke, and upon examination it was found to contain seven rabbits. The game, bags, and netting were taken to the police station, and Blades attended to take an inventory of the contents of the bags. The Bench convicted the defendants of the offence, and fined them each £2, including costs. Robert Blades and Henry Yates were also fined 1d. each for unlawfully having nets in their possession, and the nets were forfeited and ordered to be destroyed. Notice of appeal was given, and the cases now came on for hearing, Mr. Law appearing for the appellants, and Mr. Atter in support of the conviction. The first case taken was that of Robert Blades.

Mr. *Atter* contended that the new statute did not alter or repeal any of the game laws, and that it was not incumbent upon the prosecution to show upon what particular grounds the game was taken. If he could have obtained evidence to prove the latter circumstance, he should not have proceeded under this Act of Parliament, because one giving a much heavier punishment was in force.

Mr. *Law* contended that the case had failed, inasmuch as there was no evidence that the defendant had obtained the game found in his possession by unlawfully going on any lands in pursuit of it.

The RECORDER said he had been furnished with the grounds of appeal, and he had fully considered the circumstances of the case. Although there had been a great difference of opinion as to the construction to be put upon this Act of Parliament, he could not but think that the conclusion he had arrived at was a right one. The fact of there being a great difference of opinion among benches of magistrates was not surprising; such a thing was to be expected with such a difficult Act of Parliament. When they looked at an Act of Parliament, and when its terms were thought to be doubtful, they must consider what the Legislature intended by the Act. If he remembered rightly, when the Act was being discussed in the House of Lords, there was a clause which would have put the defendant in a very different position—it threw the whole burden of proof on the party who was suspected of being in unlawful possession of game as to how he became possessed of it. If that clause had been contained in this Act of Parliament there could be no doubt a conviction must have taken place. But as that clause was struck out, he had to deal with the Act as it had been passed. Nobody in the world, who was in full possession of his senses, could have any doubt that the defendant had been poaching. But the question arose, had that been proved, and upon whom rested the onus of proof? Mr. Atter put it on the defendant, but he could not hold with him there. This was not a penal Act of Parliament; consequently, when a man was brought before magistrates the prosecution must prove the case. The second section of the Act said, "If such person shall have obtained such game by unlawfully going on any land in search or pursuit of game." It was necessary, therefore to show that defendant had unlawfully been on land, in search of game. Mr. Law very properly remarked that if the defendants had been seen in any preserves, or on any land where they had no right to be, and were afterwards seen with game in their possession, then the conviction ought to be confirmed. But, in the old words of the law, the *corpus delicti* had not appeared. It must be proved that the defendant was the man who was on land for the purpose of taking

game. Here this conviction failed. There was another point which struck him, and that was one of jurisdiction. It was clearly laid down that it was necessary to show that the facts forming the subject of conviction arose at a place within the jurisdiction of the convicting magistrates. Supposing the defendant went on any land on the other side of the toll-bar, he clearly did not go on any land within the jurisdiction of this town. He had doubts in his mind whether the magistrates had the jurisdiction to convict, or he the jurisdiction to hear the appeal.

Mr. *Atter* said the Act applied to the place where the offender was stopped, and not where the game was taken.

The RECORDER said, supposing the game had been taken in Rutland, he could not think the magistrates or himself had jurisdiction.

Mr. *Atter* then read the first section of the Act, which says "And the 'justice' or 'justices' in this Act shall, unless otherwise provided for, mean respectively a justice and justices of the peace, respectively of or for the county, riding, division, liberty, city, borough, or place in which any game, gun, &c., shall be found."

The RECORDER said he had not particularly noticed the last words. It struck him the magistrates must have jurisdiction before they had a right to try the case. He could not help feeling that something more had to be done than the mere finding of game in the possession of the defendant. The constable had done his duty, but there was an absence of evidence as to where the defendant had obtained such game. Now, Mr. Atter argued that they must assume that the defendant had been unlawfully on land in pursuit of game. If any of them met a man, or a body of men early in the morning with game quite warm in their possession, and with nets so wet as to present the appearance of having been recently used, they would have good grounds for suspecting they had been unlawfully on land in pursuit of that game. That, however, would not do. Mr. Atter, to support his case, must show that defendant had been unlawfully on land in pursuit of game. Mr. Atter could not go to that extent. He (the learned Recorder) must have some evidence that defendant was on land somewhere, and he doubted very much whether evidence was not required of the particular land. No doubt the magistrates gave the case their best consideration, as he had done, but he could not help coming to the conclusion that the conviction must be quashed.

Some applause followed this decision, which was almost immediately suppressed, the Recorder remarking that he was sorry there was such an exhibition of feeling, as he was perfectly satisfied these men were poachers.

The other cases were not proceeded with.

Mr. *Lush* applied for costs, which were refused.

IRELAND.

The tenacity with which certain Irish judges have clung to the Bench after age and infirmity had rendered them wholly unfit for the discharge of their arduous duties has more than once attracted the attention of the House of Commons. Some of our readers are not quite old enough to remember the case of Chief Justice Lord Norbury, for whose removal a petition was presented by Mr. O'Connell, setting forth, among other grounds, "that he had fallen asleep during the trial of a murder case and was unable to give any account of the evidence when called on for his notes." The petition was withdrawn on the suggestion of the Government, which ultimately succeeded (by the offer of a peerage) in persuading his Lordship to resign in his 87th year. More recently we had the case of Baron Pennefather. That learned judge had attained to almost an equal age, and had besides been afflicted for a considerable period with total loss of sight; yet his retention of office under such circumstances found some warm advocates in the House—Mr. Disraeli, among others, characteristically urging the sarcastic plea that "Justice herself is blind." Chief Justice Lefroy is, we understand, in his 88th year. His standing at the Bar is such that he *might* have given his professional services in drawing the will of Edmund Burke. He was probably a rising practitioner before the Duke of Wellington had won his maiden laurels at Assaye. When Lord Derby conferred upon him his present high position (some ten years ago) the appointment was generally considered a well-merited, but almost posthumous reward for considerably more than a half-century's devotion to the Tory cause—a devotion which has been happily propagated in the person of his son, Mr. Anthony Lefroy, who so worthily represents the University of Dublin,—and justifiable rather on the score of past services than of present efficiency. The objection to Chief Justice Lefroy, however, is not of a political nature. It is the simple and practical one that he is unable to discharge the duties of his office; that there is no reasonable probability of his ever again being able to discharge them properly; and that the public service imperatively requires that he be replaced by an efficient successor. His attendance at court has become so desultory as to be even more inconvenient than his total absence would be, and when he does attend he is said to exhibit those psychological peculiarities from which the very strongest men are not exempt when, at his age, they attempt a continuous and sustained intellectual effort. It is perhaps not unnatural that even in such a case as this the House of Commons should be unwilling to resort to extreme measures. In the first place the opposition are disinclined to give up their chance of the reversion of the appointment. The Government, too, always seems (by a sort of official tradition) to regard itself as the "putative father" of all servants of the Crown, and, with morbid tenderness, defends the ricketty even more zealously than the vigorous; while kindly-hearted men of all parties feel that there is something inexpressibly painful in the spectacle of a long and honourable professional career brought to a compulsory and ignominious termination—the real authors of the catastrophe being generally those indiscreet or interested friends who are so apt to gather round an old, ambitious man, and who with vigilant and well organized flattery pander to that vanity which is one of the vices or follies of extreme old age. It is doubtless some similar feeling which restrains a public and emphatic expression of opinion with respect to this subject on the part of the Irish Bar. We scarcely think their professional brethren in this country would have been so forbearing. But apart from the injury inflicted upon the Bar—apart from the interests of those unhappy individuals who have the misfortune to be involved in lawsuits wherein the "law's delay" is aggravated by "natural causes"—it concerns the public to inquire whether, if it be unnecessary that the Chief Justice should be "effective," it can be necessary that his office should exist at all? If the absence of the chief member of a court of justice be a matter of trivial importance, does not a presumption arise that the judicial staff is in excess of the requirements of the country? We understand that the "Law and Equity Commissioners" recently appointed, commenced their proceedings by a declaratory resolution to the effect that it was not within the scope of their commission to make any suggestions as to a reduction of the number of existing judges. If this be so, it becomes all the more necessary to bring the case of the Irish Court of Queen's Bench before Parliament at the earliest possible opportunity, and we consider the subject as one eminently worthy the attention both of our legal and our financial reformers.

Mr. Richard O'Reilly has been appointed assistant crown counsel for the County of Meath, vacant by the promotion of Mr. Levinge.

Mr. Lionel E. Fleming has been appointed sessional crown solicitor for the county of Longford.

SCOTLAND.

A statue to the late Henry Cockburn, the eminent Scotch barrister and judge, has just been placed in the Parliament-house Edinburgh. Though comparatively little known south of the Tweed, Cockburn is a name familiar to every Scotchman. He was throughout his long life closely associated with Francis Jeffrey, especially in the institution of the *Edinburgh Review*, and in the early movements in Scotland for political reform. When Jeffrey became Lord Advocate, on the Whigs coming into office in 1830, Cockburn was appointed Solicitor-General of Scotland, and held that office until his elevation to the bench in 1834. As a pleader his displays of forensic eloquence are regarded as among the most striking and persuasive ever heard at the Scotch bar, and his judicial decisions are looked back to with high admiration and respect. The statue, which is erected by subscription, is from the chisel of Mr. W. B. Brodie, R.S.A. It is a full-length figure, in the robe of Solicitor General. The likeness is truthful and the attitude represents the placid but dignified deportment of the man. The following is the inscription on the pedestal:—"Henry Cockburn, born October 26, 1779; Solicitor-General, 1830; Senator of the College of Justice, 1834; died, April 26, 1854." The figure is placed a little to the right of Roubiliac's

statue of Lord President Forbes. The old Parliament-house of Scotland (which has been since the Union an adjunct to the law courts) has now a series of seven statues.

FOREIGN TRIBUNALS AND JURISPRUDENCE.

FRANCE.

Law of "Unthrifts."

The extraordinary proceedings in the Windham case caused many English lawyers, ourselves among the number, to institute a comparison between English and Continental systems of law in respect of persons like Mr. Windham, who, although not absolutely lunatic, can yet hardly be deemed by reasonable persons to be competent for the management of their affairs. The Romans had special laws applicable to this class of persons, and so we believe have all or nearly all the European nations that have adopted to any extent the Roman code. In France *prodigues*, or unthrifts, constitute an incapacitated legal class by themselves, with many of the incidents of nonage, but yet in some respects with peculiar incidents of their own.

The following interesting case was decided a few days ago by the Cour Imperiale of Paris. It raises the question, whether a *prodigue* can be made a bankrupt by the French law, which was found to depend upon the further question whether, even with the consent of his committee, he was capable of carrying on business? M. Lainé had contributed to the firm (*société*) of Lazut & Jullien, moneychangers, sums to the amount of 40,000f.; the partnership was subsequently declared bankrupt by the Tribunal of Commerce of Paris, and by a second judgment the same tribunal dismissed the appeal of Messieurs Lazut & Jullien against the first. Notice was given of these judgments to Lazut, and then to Jullien alone, although being a prodigal (*prodigue*), he was provided with a committee (*conseil judiciaire*). M. Jullien, at first by himself, and later, with the assistance of his committee, appealed M. Lainé opposed the appeal. His advocate, M. du Miral, asserted that, as the Code Napoleon made no mention of commercial acts or partnerships among the things forbidden to prodigals, the committee might authorise such acts once for all; married women and emancipated minors were rendered capable of such by a general authorization from the husband or guardian, although previously incapable, which the prodigal could not be proved to be. The opinions cited against such general authorisation applied only to prodigals given up to immorality and idleness. In this case the partnership was authorised by the committee, and the business, moreover, was in fact beneficial to the prodigal, his pupil, as it afforded him the means of living.

M. de Vallée, First Advocate-General, argued that if the prodigal showed himself worthy of being relieved of his legal incapacity for the acts of civil life, the removal of the committee would be demanded. The committee is a mandatory given to the prodigal, and authorised to assist him in certain fixed acts, but not to do away by his authority with the incapacity inflicted on his ward.

The Court, amongst other reasons, decided on the grounds—1. That the committee could not give a general and indefinite authorization to his pupil; that such an authorization would be an abdication of his authority and would involve the annulment of the law which wishes to protect the prodigal against his own imprudence; 2. That a general authority to carry on business implied necessarily that of receiving money, and of giving a good discharge for it, which was textually opposed to the Code Napoleon. 3. That it was an invalid objection that the interdiction to a prodigal of carrying on business was an interdiction of labour, inasmuch as if by his conduct he showed himself capable of being a partner in a commercial firm, he ought to be relieved from his committee, so that the above-mentioned principles were not prejudicial to any legitimate interest; and upon such grounds, the Court, considering that the appellant had not legal capacity to carry on business, decided that he could not be in a position to be declared a bankrupt.

Legacy to Confessor.

The tribunal of Castres, in its audience of December 31, has annulled the will of the Père Lacordaire, by reason of a legacy bequeathed by the testator in his last illness to his confessor.

Marriage with Foreigner.

At a sitting of the conference of advocates of Paris, December 27, the following question was decided. Does the presumption of the article of the Code Napoleon, by which married persons, in default of matrimonial conventions, are reputed to have adopted the rule of the legal community of goods (*régime de la communauté legale*) apply to a marriage contracted in France between a foreigner and a Frenchwoman? Two advocates supported the affirmative, and two others the negative. M. Lacan then summed up, and the question was decided in the negative by a plurality of voices.

Administration of Justice.

Another sign of better times coming, so far as regards the administration of justice, is the publication in the *Moniteur* of a long and detailed account of criminal jurisdiction in England especially so far as it bears on preventive imprisonment. It is very carefully done, not containing above a dozen very glaring mistakes, the principal being that a prisoner cannot be assisted by counsel before a police magistrate, and that the magistrate decides without asking the prisoner if he has anything to say.

Imprisonment before Trial—Defence of Prisoners.

The Tribunal of the Seine adopted certain measures in the month of November last, calculated to reduce the term of imprisonment before trial in a great many cases. Every individual arrested was brought forthwith before a magistrate, who, in place of proceeding with an examination to be committed to writing, which always takes time, the accused, if he so desired, was sent for trial the following day before the Court of Police Correctionnelle. This summary proceeding could not be adopted except in simple cases, which are, however, very numerous; such as larceny and swindling, riots and assaults, and mendicity. These offenders are now frequently tried in twenty-four hours after they have committed the offence. Measures have likewise been adopted by the Paris Bar, with the assent of the Imperial Attorney, to secure an effective defence for a prisoner. When a prisoner who desires to be tried directly has made choice of a barrister, the Imperial Attorney will forthwith send a permission to the advocate to communicate with the prisoner. Every facility is given that the communication may take place the same evening or the following morning. If the prisoner, without naming an advocate, wishes to be defended, the Imperial Attorney will send the permission to communicate to a barrister selected from a list of eighteen names presented at the beginning of every month by the *batonnier* of the order. The Courts of Correctional Police being three in number, and their days of sitting six, each of the eighteen barristers on the list will have officially to defend one prisoner every week. Three prisoners are to be committed every day for trial before the three courts. In compliance with this regulation the *batonnier* of the Order of Advocates has presented a list of eighteen names for the month of January.

SWEDEN.

Marriage between Christians and Jews.

The Swedish chambers have recently adopted a motion presented by the government, tending to authorise marriages between Christians and Jews. The adoption of this project of law, which has caused some excitement, is generally looked upon as a first step towards civil marriage in that country, of which a member of the Chamber of Nobles has lately, by special motion, demanded the introduction into the fundamental law.

SWITZERLAND.

Marriage with a deceased Wife's Sister.

The following proceedings took place in the Grand Council of the Canton of Vaud in Switzerland, on the 3rd of December, 1862:—

"M. De Crousaz, the president, presented a report on a bill for the marriage of a brother and sister-in-law. The commission unanimously (with the exception of one member who opposed) recommended the adoption of the bill.

"Article 1st couched in the following terms: "Article 69 of the Civil Code is repealed, and replaced by the following provisions; Article 69. In the collateral line marriage is prohibited between the brother and the sister legitimate or natural; between a divorced person, and the sister or brother of his or her consort.' Adopted.

"Article 2nd. 'Marriages which, in contravention of Article 69 of the Civil Code, have been celebrated previously to the present law, between a brother-in-law and a sister-in-law, and

which have not been pronounced void, shall be valid, and produce all their effects from the date of the day of their celebration, without prejudice to other causes of nullity, if any there be.'

"M. Duplan, Councillor of State, justified the retrospective operation of this article, by the fact that there were in the Canton many marriages between brothers and sisters-in-law marriages celebrated in foreign countries where they are permitted, and that it was necessary in the interest of the family and of the issue, to give these marriages the benefit of the new law by making them valid from the moment of their celebration. Articles 2, 3, 4, and with them the whole bill, were adopted on the first debate."

At a sitting of the council on the 5th of December, the bill was adopted without amendment, on the second and third debate, to take effect from that day.

We believe that there is now no country, except Great Britain, in which a man may not contract a lawful marriage with his deceased wife's sister.

JAPAN.

Sir Rutherford Alcock, in a recent lecture on Japan, stated that there was very little corruption among the judges, and that there were no lawyers in that country.

REVIEW.

Supplement to a Treatise on the Law of Partnership, including its application to Joint Stock and other Companies. By NATHANIEL LINDLEY, of the Middle Temple, Esq., Barrister-at-Law. Maxwell. 1863.

Upon the publication of Mr. Lindley's now well-known work on the law of partnership and joint stock companies, we were the first amongst the legal journalists to predict the author's success, and a better acquaintance with these volumes has more fully convinced us of their distinguished merits. Indeed, Mr. Lindley has already distanced all competitors as an author in this branch of law, and his work has become not merely the standard, or the leading one on partnership and company law, but it is practically sole possessor of the field, or, at all events, he is the only author on the subject whom it is now usual to cite in the courts. The volume before us is intended as a supplement to the original treatise. Since it was written very extensive changes have taken place in the law affecting companies. Indeed the Act of last session purports to be a general code for the government—the constitution and incorporation, regulation and winding-up—of such bodies. It repealed the greater part of existing legislation on the subject, which it re-embodies with more or less modification and with some important alterations and additions. Mr. Lindley has, therefore, devoted one part of his Supplement to the new statute, and he has so arranged this portion of his work as to make it correspond with the four books into which the original treatise is divided. The reader will thus at a glance see the connection between the new enactments and the old law. The other part comprised in the Supplement consists of notes of cases decided since the original treatise irrespectively of the alteration in the recent Act. At the head of each note is a reference to that part of the original treatise to which the note is appropriate, so that to all intents and purposes in this respect the Supplement is not only an exposition of the Act of 1862, but a new edition of the general work. It is hardly necessary for us now to say that the notes are all that could be desired. They are perspicuous and explicit in themselves, and are always to be found in the right place, and no case of any importance is overlooked. There is only one point on which we conceive the work to be open to any objection. Under the head of addenda, Mr. Lindley notes some of the most recent cases, but confines himself to citations from a new set of reports, which is now attempted to be established by the publisher of his work. If all authors proceed upon the same principle it will be extremely inconvenient to the profession. Indeed, there could not be a more striking illustration of the inconvenience than in the present case, inasmuch as the reports in question must still be regarded as an experiment, and are known very little beyond the circle of the reporters themselves and their immediate friends. Even if they were as widely circulated as the *Law Journal* or the *Weekly Reporter*—which, judging by the specimens we have seen, they are never likely to be—it would, nevertheless, be very undesirable to keep the profession in ignorance of all that did not happen to be reported in their pages. Mr. Lindley, of course, makes large use of the *Weekly Reporter* and *Jurist* in the body of his work, and with the same aid he might have made his addenda somewhat more full and satisfactory. The latter consideration, however, we admit, is of very trifling importance, and is hardly worth being mentioned in a criticism upon the work itself. The proceeding, however, appears to be the precursor of a systematic attempt, and it is upon this ground only that we object to it. We have no doubt that we are indebted for it to the publisher, rather than to the author, but we think the matter is worthy of being noticed for the warning of future authors, as well as for its own sake. The book itself does no injustice to Mr. Lindley's reputation, and will no doubt meet with a large sale among not only the buyers of his original treatise, but also that large class of persons who require a safe instructor on the mysteries of the Companies Act, 1862.

PUBLIC COMPANIES.

PROJECTED COMPANIES.

THE MIDLAND COUNTIES UNION BANKING COMPANY (LIMITED).

Capital £1,000,000, in shares of £100 each.

Solicitors—London, Messrs. Ashurst, Son, & Morris, 6, Old Jewry; Messrs. Kimberley & Pope, 26, Old Broad-street; Wolverhampton, Messrs. Corser & Fowler, Darlington-street.

This company is formed for the purpose of facilitating commercial intercourse between the metropolis and the important towns of the Midland Counties. The company's operations will embrace the whole of the midland district, throughout a great portion of which it is well known that the present banking accommodation is insufficient for the requirements of its increasing population and trade.

THE CAPE OF GOOD HOPE COPPER MINING COMPANY (LIMITED).

Capital £150,000, in 15,000 shares of £10 each.

Solicitors—Messrs. John & William Galsworthy, 12, Old Jewry-chambers.

This company is formed for the purpose of acquiring by purchase from Messrs. Phillips, King, & Co., the present proprietors, 202,940 acres of land in the district of Namaqualand, Cape of Good Hope, with the extensive copper mines thereon, and continuing the working of the said mines.

Mining operations have been carried on since 1853, by present proprietors, and the sales of copper ores at Swansea have been 18,999 tons, realising £515,752, leaving a profit of £115,000.

THE LOAN, TRUST, AND AGENCY COMPANY OF SOUTH AFRICA (LIMITED).

Capital £500,000, in 25,000 shares of £20 each.

Solicitors—London, Messrs. Tamplin & Tayler, 159, Fenchurch-street; Port Elizabeth, Messrs. Chabaud & Wormald.

This company is intended to facilitate the investment of English capital in mortgages on land, and other approved securities, in the South African colonies, and to supply the long-felt want of an extended financial agency with the parent country.

The company proposes to act as agents between English investors and colonial borrowers, and will be prepared to transact in the United Kingdom, and elsewhere, the financial and other agency business of the Colonial Government, municipalities, and other public bodies, and effect the sale in England of stocks and other securities.

THE RAMSAY LEAD MINING AND SMELTING COMPANY (LIMITED).

Capital £100,000, in 20,000 shares of £5 each.

Solicitors—Messrs. Howard, Dollman, & Lowther, 141, Fenchurch-street.

The object of this company is to purchase and work the Ramsay Lead Mine, Canada West, and generally to acquire and work such mineral rights and properties in Canada as the Ramsay Lead Mining and Smelting Company is authorised to acquire and work by the special acts of the Colonial Legislature, 22 Vict. c. 112, and 25 Vict. c. 76.

THE CANNES HOTEL COMPANY (LIMITED).

Capital £120,000, in 6,000 shares of £20 each.

Solicitors—Messrs. Ashurst, Son, & Morris, 6, Old Jewry.

The want of a first-class hotel at Cannes has long been felt by every one who has visited the locality; the deficiency of accommodation being such as to compel large numbers of

visitors to pass on to Nice and other places. This company is formed to supply that want by the erection of a large hotel and "pension," replete with every accommodation and convenience that can contribute to the comfort of families, invalids, and others desirous of visiting and passing their winters, or other periods of the year, in this locality.

THE BRITISH AND FOREIGN MARINE INSURANCE COMPANY (LIMITED.)

Capital, £1,000,000, in 50,000 Shares of £20 each.

Solicitors.—Messrs. Fletcher & Hull, Liverpool; Messrs. Flux & Argles, Mincing-lane, London.

Notwithstanding the several new marine insurance companies have been established within the last few years, it is generally recognised that the means of effecting marine insurances are not sufficient to meet the increasing expansion of trade, insurers being now driven to effect their insurances in remote towns in the provinces, in Ireland and Scotland, and on the Continents of Europe and America.

The business of this company will be confined to the issuing of policies on freight and goods only, and it is expressly provided, as a fundamental element in the constitution of the company, that no insurance shall be effected on the ships themselves.

The directors, therefore, express great confidence in the success of the company.

The following is the remainder of the list of new companies brought forward in 1862, of which we inserted a portion last week:—

Great Devon and Bedford Mining.—£25,000.
Great Laxey Mining.—£60,000.
Italian Irrigation.—£1,000,000.
Imperial Bank.—£3,000,000.
Indian Branch Railway.—£500,000.
London and Middlesex Bank.—£1,000,000.
London and South of Ireland Direct Telegraph.—£100,000.
London and Colonial Bank.—£500,000.
London Indiarubber.—£75,000.
London Cab and Conveyance.—£200,000.
London and Brazilian Bank.—£1,000,000.
London and Northern Bank.—£1,000,000.
London, Birmingham, and South Staffordshire Bank.—£1,000,000.
Land Investment.—£500,000.
Laguna Silver Mining.—£20,000.
Llantwit Vardre Colliery.—£20,000.
Leeswood Cannel and Gas Coal.—£100,000.
Langham Hotel.—£150,000
Londonderry and Lough Swilly Railway.—£60,000.
Lagunazo Sulphur and Copper.—£30,000.
Mincing-lane Investment.—£100,000.
Mount Rose Copper (South Australia).—£120,000.
Metropolitan Dairy.—£60,000.
Metropolitan Railroad Carraige.—£100,000.
Metropolitan Cab and Carriage.—£100,000.
Moelfra Slate and Slab.—£50,000.
Midland Gas.—£25,000.
Moldavian Railways.—£3,440,000.
Maretzo.—£50,000.
North London Park and Land.—£250,000.
Northern Counties Bank.—£2,000,000.
Northern Railway of Buenos Ayres.—£210,000.
North Sea Fish Guano.—£60,000.
Nova Scotia Land and Gold Crushing.—£100,000.
New Zealand Land and Trust.—£500,000.
Oil-wells of Canada.—£75,000.
Oriental Commercial.—£200,000.
Otea Copper.—£50,000.
Ottoman Gas.—£100,000.
Oriental Canal and Irrigation.—£250,000.
Oxygen Gas.—£100,000.
Prize Medal Flour.—£50,000.
Permanent Lime Light.—£120,000.
Park Gwyn Tin Mining.—£25,000.
Peninsular Irrigation.—£300,000.
Para Gas.—£100,000.
Plantation Company of West Hindustan.—£170,000.
Queensland Cotton Cultivation.—£100,000.
Queen's Hotel, Ryde.—£50,000.
Quelrada Land and Mining.—£170,000.
Queensland Wool.—£260,000.
Rue Lafayette.—£1,000,000.
Ross of Mull Granite.—£50,000
Rolling Stock Company of Ireland.—£200,000.
Rio de Janeiro Improvements.—£850,000.
Royal Forest of Dean Mining.—£55,000.
River Navigation of India and China.—£500,000.
Roaring Water Mining.—£18,000.
Strand Hotel.—£100,000.
Sea Coast Hotel.—£150,000.
St. David's Gold Mining.—£100,000.
Steven's Patent Bread Machinery.—£60,000.
Southsea Pier Hotel.—£60,000.
South Greenland Mining.—£60,000.
South Kensington Hotel.—£100,000.
South Essex Waterworks.—£80,000.
South Foxdale Mining.—£25,000.
South African Irrigation.—£1,000,000.
Singapore Gas.—£100,000.
Silver Mountain United Mines.—£25,000.
St. Lawrence and Ottowa Land and Railroad.—£600,000.
Spring Creek Copper (South Australia).—£100,000.
Standard Bank of South Africa.—£1,000,000.
Sovereign Gold Mining.—£50,000.
Scinde, Punjaub, and Delhi Bank.—£1,000,000.
St. Cuthbert Lead Smelting.—£75,000.
Societé Financière d'Egypte.—£600,000.
Thames Express Steam Boat.—£75,000
Thames and Humber Iron Shipbuilding.—£500,000
Toplitz Colliery.—£60,000.
Upper Norwood Hotel.—£50,000.
Union Bank of Ireland.—1,000,000.
United Kingdom Shipowning.—£300,000.
Universal Club and Permanent Exposition Company.—£100,000.
Upper Assam Tea.—£250,000.
Union Bank of England and France.—£1,000,000.
United Kingdom Railway Rolling Stock.—£100,000.
Vancouver Coal Mining.—£100,000.
Victoria (London) Mining.—£25,000.
Ventnor Harbour.—£20,000.
Varna Railway.—£800,000.
Ventilation and Sanitary Improvements.—£50,000.
Victoria Hotel of Pau.—£140,000.
Vistula Colliery.—£60,000.
Warmley Colliery and Spelter.—£70,000.
West London Land.—£125,000.
Westminster Chambers Tontine.—£200,000.
Western Australia Cotton.—£220,000.
Western Neilgherry Coffee, Tea, and Chinchona Plantation. £50,000.
West Africa.—£250,000.
Yudanamutana Mining (South Australia.)—£45,000

LAW STUDENTS' JOURNAL.

LAW LECTURES AT THE INCORPORATED LAW SOCIETY.

Mr. M. H. COOKSON on Conveyancing, Monday, January 12.
Mr. T. H. HADDAN, on Equity, Friday, January 16.

The lecture days of two of the readers of the Inns of Court have been interchanged. For the future the public lectures of the reader on Real Property Law will be delivered at 2 p.m. on the Tuesday in each week during the Educational Terms, and the public lectures of the reader on Jurisprudence and the Civil Law at 2 p.m. on the Friday in each week. The days of the private lectures remain unaltered.

COURT PAPERS.

Court of Probate
AND
Court for Divorce and Matrimonial Causes.

SITTINGS IN AND AFTER HILARY TERM, 1863.

Causes to be heard by the judge without jury on Wednesday, January 14th, Thursday, 15th, Friday, 16th, Saturday, 17th, and on each succeeding Wednesday, Thursday, Friday, and Saturday, until February 14th, inclusive. Each day at eleven o'clock.

The causes in the Court of Probate will be taken first.

Trials by jury—Wednesday, February 18th, Thursday, 19th, Friday, 20th, and Saturday, 21st, and on every succeeding Wednesday, Thursday, Friday, and Saturday, until March 28th, inclusive. Each day at eleven o'clock.

The trials in the Court of Probate will be taken first.

The judge will sit in chambers at eleven o'clock, and in court to hear motions at twelve o'clock, on Tuesday, January 13th, and on every succeeding Tuesday until March 24th inclusive.

Papers for motions must be left with the clerk of the papers before two o'clock on the Thursday before the motion is to be heard.

Queen's Bench.

Sittings at Nisi Prius, in Middlesex and London, before the Right Honourable Sir ALEXANDER EDMUND COCKBURN, Bart., Lord Chief Justice of Her Majesty's Court of Queen's Bench, in and after Hilary Term, 1863.

IN TERM.

Middlesex.	London.
1st sitting, Tuesday... Jan. 13	1st sitting, Monday... Jan. 19
2nd " Wednesday, Jan. 21	2nd " Monday... Jan. 26
3rd " Wednesday, Jan. 28	

For undefended causes only.

AFTER TERM.

Middlesex.	London.
Monday ..... Feb. 2	Friday ..... Feb. 13

The Court will sit at ten o'clock every day.

The causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

Common Pleas.

HILARY TERM, 1863.

DEMURRER PAPER.

Monday..... Jan. 12
Tuesday ..... Jan. 13
Wednesday ..... Jan. 14 } Motions in arrest of judgment.
Thursday ..... Jan. 15

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BURNETT—On Jan 2, at her father's house, 23, Brunswick-square, Brighton, the wife of Frederick Wildman Burnett, Esq., of Lincoln's-inn, Barrister-at-Law, of a son.

RENDALL—On Jan 4, at No. 16, Hanover Villas, Notting-hill, the wife of John Rendall, Esq., of the Inner Temple, Barrister-at-Law, of a daughter.

MARRIAGES.

FORSTER—STONE—On Dec. 30, at the Cathedral, Canterbury, Ralph William Elliot Forster, Esq., of Lincoln's-inn, Barrister-at-Law, to Frances Joanna, second daughter of the Rev. William Stone, canon of Canterbury.

FUTVOYE—SAVAGE—On Jan. 3, at St. Mark's Church, Bath, Edward Futvoye, Esq., of John-street, Bedford-row, to Frances Griffith, widow of the late J. H. Savage, Esq.

HODGSON—FORSYTH—On Dec. 30, at All Saint's Church, Knightsbridge, James Stewart Hodgson, Esq., to Gertrude Agatha, eldest daughter of William Forsyth, Esq., Q.C.

RICHARDSON—APPLETON—On Jan. 1, at the parish church, Topcliffe, John Richardson, Esq., of Knaresborough, Solicitor, to Annie, eldest daughter of the late Thomas Appleton, Esq., of Dishforth.

THESIGER—HANDCOCK—On Dec. 31, by special licence, at St. Stephen's Church, Dublin, the Hon. Alfred Henry Thesiger, third son of Lord Chelmsford, to Henrietta, second daughter of the Hon. George Handcock.

WOLFE—RICHARDS—On Dec. 30, at Harston Cambs, the Rev. W. Birch Wolfe, of Wood Hall, Essex, to Marianne, youngest daughter of the late Robert Richards, Barrister-at-Law, and for many years Chairman of the county of Wexford, Ireland.

DEATHS.

CARR—On Christmas-day, John Francis Carr, Esq., of Carr Lodge, Wakefield, and Hemingborough, Howden, a Magistrate and Deputy Lieutenant for the West Riding, aged 76.

DANCE—On Jan. 5, at Lowestoft, Charles Dance, Esq., successively registrar, taxing officer, and chief clerk of the late Court for the Relief of Insolvent Debtors, in the 69th year of his age.

MOORE—On Dec. 15, Frederick Moore, Esq., 4, Elm-court, Temple.

PRICHARD—On Jan. 1, at Boodwigiad, Brecknockshire, Evan Prichard, Esq., aged 56, J.P. of Colienna, Glamorganshire.

RUTHERFURD—On Jan. 1, at Argyll Hall, Torquay, Isabella Anne, the youngest daughter of William Oliver Rutherfurd, Esq., of Edgerston, Sheriff and Deputy Lieutenant of the county of Roxburghshire.

STRANGWAYES—On Dec 28, at Alne Hall, near Easingwold, E. S. Strangwayes, Esq., in the 81st year of his age, Deputy Lieutenant and Magistrate for the North Riding of Yorkshire.

SIMMS—On Jan. 2, at Spohr Lodge, Upper Tulse-hill, in the 83rd year of his age, James Simms, Esq., late one of her Majesty's Puisne Judges of Newfoundland.

WALFORD—On Jan. 1, at Little-park, Enfield, Jane, the beloved wife of Cornelius Walford, Esq., Barrister-at-Law, aged 36.

WRIGHT—On Dec. 29, at 35, South Frederick-st, Dublin, Jane Eliza, the beloved wife of Thomas Edmond Wright, Solicitor, in the 52nd year of her age.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

KANES, EDMUND, London, Merchant, deceased. £495, £2: 10 per cent. Annuities, now £470. £3 per cent. Annuities, 1751.—Claimed by the "Official Trustees of Charitable Funds."

ESTATE EXCHANGE REPORT.

AT THE MART.

By Mr. F. GODWIN.

Freehold plot of land with 15 messuages; let at £111: 14 per ann.—Sold for £1,260.

Leasehold house and shop, No. 47, Queen-street, Pimlico, term 29 years, ground rent, £6 per ann., let at £31 10s. per ann.—Sold for £360.

Leasehold house and shop, 49, Queen-street; term 29 years; ground rent, £6 per ann., let at £40.—Sold for £280.

AT GARRAWAY'S.

By Messrs. HAINES & SONS.

Freehold public house, known as the "Seven Stars," situated in Bricklane, Spitalfields, let at £34 per ann.—Sold for £1,000.

Freehold public house, known as the "Blue Anchor," situated No. 9, Clare-street, Clare-market; let at £72 10s. per ann.—Sold for £1,400.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Jan. 2, 1863.

Jenkinson, C. T., R. Sweeting, & Alfd Jenkinson, Clement's-lane, Attorneys and Solicitors. Dec 31. By effluxion of time.

Milner, Wm Pashley, Jas Pashley Burbeary, & Wm Smith, jun, Sheffield, Attorneys, Solicitors, and Conveyancers. Nov 30. By mutual consent.

TUESDAY, Jan. 6, 1863.

Slater, Wm, & Wm Hugh Myers, Manch, Attorneys-at-Law and Solicitors. Dec 31. By effluxion of time, and mutual consent.

Windings-up of Joint Stock Companies.

FRIDAY, Jan. 2, 1863.

UNLIMITED IN CHANCERY.

Trechill Copper Mining Company.—Petition to wind up, presented Dec 22, will be heard before V. C. Wood, on Jan 17. Chapman & Clarke, Lincoln's inn-fields, Solicitors for petitioner.

LIMITED IN BANKRUPTCY.

Patent Bituminized Water, Gas, and Drainage Pipe Company, Limited.—Com. Holroyd hath appointed Jan 21 at 12, at Basinghall-st, to settle the list of contributories of this company.

LIMITED IN CHANCERY.

TUESDAY, Jan. 6, 1863.

New Brunswick and Canada Railway and Land Company (Limited).—Petition for winding-up, presented Jan 2, will be heard before the Master of the Rolls, Jan 17. Lakes, Kendall, & Lake, Lincoln's-inn, Solicitors for petitioners.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Jan. 2, 1863.

Barker, Caleb, Stanton, New Hillingdon, Uxbridge, Esq. March 1. Godwin & Pickett, King's Bench-walk, Temple.

Beck, Edw, Ipswich, M.D. March 2. Josselyn & Son, Ipswich.

Clint, Edw, Lpool, Merchant. March 2. Jones, Lpool.

Corston, Jos, Huntingdon, Hairdresser. Feb 28. Margetts & Son, Huntingdon.

Derry, Rowland Hill, Plymouth, Surgeon. Feb 28. Derry, Plymouth.

Holroyd, Edw Kershaw, Nottingham, Woollen Merchant. Feb 17. Speed, Nottingham.

Iremonger, Wm, Wherwell Priory, Hants, Esq. March 25. Price & Co, New-sq, Lincoln's-inn.

Matthews, Thos, Huntingdon. Feb 28. Margetts & Son, Huntingdon.

Mortimore, John, Rufford, Lancastr, Groom. Feb 2. Blackhurst, Preston.

Parkins, Rchd, Godmanchester, Miller. Feb 28. Margetts & Son, Huntingdon.

Skelton, Chas Jackson, Leamington, Esq. March 2. Busfield, Bradford.

Smith, Benj, Blackheath, Gent. Feb 20. Newbon & Co., Doctor's-commons.

Ward, Thos Abel, Watford, Surgeon. Jan 31. Sedgwick, Watford.

TUESDAY, Dec 6, 1863.

Cox, Tho, Wylde-green, Warwick, Iron Merchant. Jan 30. Cottrell, Birm.

Ewart, Sarah, Bath, Widow. Feb 6. Mant & Co, Bath.

Hore, Hy, Upper Gower-st, Esq. April 1. Lethbridge & Mackrell, Abingdon-st.

Matthews, Hy Shute, Mangotsfield, Gloucester, Farmer. March 1. Bush & Ray, Bristol.

Morris, Thos, Stears, Gloucester, Farmer. Feb 10. Smith, Newnham.

Mortimer, Wm Williams, Birkenhead, Gent. March 4. Sharp, Gresham House.

Peters, Jas Bisdee Hellier, Melbourne, Australia, formerly of Bristol. Jan 15. Kimber, Lancaster-pl.

Waite, Thos, Leigh, Tonbridge, Corn Dealer. March 1. Carnell & Co., Tonbridge.

Ward, Thos Abel, Watford, Surgeon. Jan 31. Sedgwick, Watford.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Jan. 2, 1863.

Harris, Jos, Carlton-rd, Maida Vale, Lieutenant General, Indian Army. May 27. Collum v. Viveash, M.R.

Lloyd, John, Machynlleth, Merioneth, Gent. Jan 10. Canon v. Roberts, M.R.

Assignments for Benefit of Creditors.

FRIDAY, Jan. 2, 1863.

Goulton, Wm Jas, & Hy Appleyard, Selby, Flax Scutchers. Jan 9. Haigh & Clarke, Selby.

TUESDAY, Jan. 6, 1863.

Hinchcliffe, Chas, Penrith, Tea Dealer. Oct 29. Wannop, Carlisle.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Jan. 2, 1863.

Abbott, Hy, Stepney, out of business. Dec 6. Assignmt. Reg Jan 1.
Allen, Rchd, Teitenhall, Builder. Dec 2. Assignmt. Reg Dec 30.
Ayres, Geo, King-sq, Middlx, Jeweller. Dec 1. Assignmt. Reg Dec 29.
Barre, Anthony Bernascoti Chevalier De la, New Bond-st, Hotel Keeper. Dec 8. Conv. Reg Jan 1.
Brown, Jos, Newcastle-on-Tyne, Boot Maker. Dec 6. Conv. Reg Dec 31.
Butterworth, Jas, Manch, Provision Dealer. Dec 23. Assn. Reg Dec 31.
Cook, Thos, Tilsworth, Bedford, General Dealer. Dec 17. Ass. Reg Dec 31.
Crathorne, Wm, Sunderland, Grocer. Dec 3. Conv. Reg Dec 30.
Dignam, John, Landport, Baker. Dec 8. Conv. Reg Dec 31.
Fenn, Wm Rbt, Sunbury, Grocer. Dec 13. Assn. Reg Dec 30.
Foster, Wm, Bolton, Joiner. Dec 4. Conv. Reg Jan 1.
Garrett, Jos Miller, Bristol, Painter. Dec 5. Conv. Reg Dec 31.
Hallett, Wm Louinas, Exeter, Grocer. Dec 9. Conv. Reg Jan 1.
Harris, Wm Francis, Wood-st, London, Velvet Importer. Dec 24. Assn. Reg Jan 2.
Henrison, Jas, Rochester, Draper. Dec 5. Assn. Reg Dec 31.
Humbert, Hermann, Bunhill-row, Middlx, Commission Agent. Dec 5. Assnmnt. Reg Jan 1.
Jull, Edw, Westbourne-ter, Grocer. Dec 17. Comp. Reg Dec 31.
Lewis, Wm, Bethesda, Carnarvon, Currier. Nov 26. Comp. Reg Jan 1.
Martin, Wm, Weymouth, Plumber. Dec 16. Conv. Reg Dec 31.
Morrell, Wm, & Fredk Morrell, Everton, Lpool, Builders. Dec 6. Conv. Reg Dec 31.
Neale, Thos, Rolleston, Notts, Farmer. Dec 23. Asst. Reg Dec 31.
Peatson, Hy Rbt, Salford, Chemist. Dec 3. Assn. Reg Dec 31.
Porter, John, Coleford, Gloucstr, Grocer. Nov 27. Comp. Reg Dec 30.
Ryle, Thos, Manch, Ironmonger. Dec 18. Asst. Reg Jan 2.
Selby, John, Boston, Carpenter. Dec 17. Assnmnt. Reg Jan 2.
Stephenson, Wm, Easington, Durham, Builder. Dec 3. Conv. Reg Dec 30.
Verdier, Leonardo, & Thos Sellwood Huntley, Cardiff, Ship Chandlers. Dec 4. Conv. Reg Dec 31.
Vero, Jas, Dewsbury, Hatter. Dec 22. Assnmnt. Reg Jan 1.
Whittaker, Geo, Accrington, Lancstr, Joiner. Dec 4. Asst. Reg Dec 31.
Wood, Benj, Gresham-st, Warehousemen. Dec 3. Asst. Reg Dec 31.
Woods, Simon, Gt Yarmouth, Fish Merchant. Dec 4. Conv. Reg Jan 1.

TUESDAY, Jan 6, 1863.

Abell, Thos Hy, Oxhampton, Draper. Dec 6. Asst. Reg Jan 3.
Arnold, Rbt, Burnley, Grocer. Dec 9. Asst. Reg Jan 5.
Baishaw, Wm, Lpool, Merchant. Dec 31. Asst. Reg Jan 5.
Bass, Roger Gibbons, Manch, Grocer. Dec 11. Asst. Reg Jan 2.
Board, Mary Anne, Bristol, Cabinet Maker. Dec 5. Ass. Reg Jan 2.
Buckland, Thos Geo, Camden-cottages, Camden Town, Musician. Jan 5. Assnmnt. Reg Jan 6.
Carter, Thos Morgan, Bristol, Builder. Dec 13. Conv. Reg Jan 3.
Challoner, Edw Wilson, Newcastle-upon-Tyne, Oil Merchant. Dec 12. Assnmnt. Reg Jan 3.
Cooper, John, Wilberfoss, York, Butcher. Dec 6. Conv. Reg Jan 2.
Cottam, Jas, Blackburn, Innkeeper. Dec 8. Asst Reg Jan 3.
Crozer, John, Alnwick, Nurseryman. Dec 8. Conv. Reg Jan 3.
Davis, Moses, Hatton-garden, Jeweller. Dec 29. Comp. Reg Jan 3.
Goldthorpe, David, Flockton, York, Farmer. Dec 26. Asst. Reg Jan 3.
Hamilton, Hy Hamilton, Bourton-on-the-Water, Gloucester, Clerk. Dec 19. Conv. Reg Jan 5.
Kenyon, John, Manch, Cattle Dealer. Dec 27 Comp. Reg Jan 3.
Nicholass, Jos Hy, Old Ford, Bow, Linen Draper. Dec 30. Assnmnt. Reg Jan 6.
Nunns, Janson, Pontefract, Grocer. Dec 16. Asst. Reg Jan 3.
Rands, Jos, Newport, Isle of Wight, Boot Maker. Dec 6. Asst. Reg Jan 3.
Redman, Wm, Whitby, Builder. Dec 9. Asst. Reg Jan 5.
Ryle, Thos, & Mary Ann Brown, Manch, Sewing Machine Agents. Dec 18. Conv. Reg Jan 5.
Rusnalls, Hy, & Jas Rusnalls, Penzance, Merchants. Dec 9. Conv. Reg Jan 6.
Sagar, Wm, Read, Lancstr, Innkeeper. Dec 16. Conv. Reg Jan 5.
Shield, Rbt Doidoese, Silverstone, near Towcester, Surgeon. Dec 30. Comp. Reg Jan 3.
Thrippleton, Andrew, Armley, Leeds, Cloth Manufacturer. Dec 9. Ass. Reg Jan 3.

Bankrupts.

FRIDAY, Jan 2, 1863.

To Surrender in London.

Bacon, Jas, Buckingham, Wine Merchant. Pet Dec 24. Jan 13 at 1.30. Michael, Old Jewry.
Dawson, Wm, Noble-st, London, Warehouseman. Pet Dec 30 (for pan). Jan 12 at 12. Aldridge.
Ellison, Maria Leeza, Cardington-st, Hampstead-rd, Vocalist. Pet Dec 30. Jan 12 at 11.30. Dynes, Gresham-st.
Gregory, Fredk, Waterloo-st, St Luke's, Metal Merchant. Pet Dec 29. Jan 13 at 1. Preston & Dorman, Gresham-st.
Hiley, Jas, Providence-bdgs, New Kent-rd, Wine Merchant. Pet Dec 29. (for pan). Jan 20 at 11. Aldridge & Bromley.
Hough, Saml Baylis, Hatton-wall, Clerkenwell, Carpenter. Pet Dec 30. Jan 20 at 11. Hill, Basinghall-st.
Hutchinson, Thos Hanbury, Offham, Kent, Farmer. Pet Dec 31. Jan 13 at 2. Puverley, Coleman-st.
Innes, Jas, Dartford, Draper. Pet Dec 31. Jan 13 at 1. Cooper, Charing-cross.
Kelly, Fredk, Belvedere-rd, Lambeth, Carpenter. Pet Dec 31. Jan 13 at 2. Hare, Old Jewry.
Knights, Hy Rudd, Camberwell-pl, out of business. Pet Dec 30 (for pan.) Jan 13 at 2. Aldridge.
Lock, Jos, Battersea, Cattle Dealer. Pet Dec 29 (for pan). Jan 12 at 12. Aldridge.
Pain, Geo, Fulham, out of employ. Pet Dec 29 (for pan.) Jan 13 at 1. Aldridge.
Pearson, Geo, Northampton, Publican. Pet Dec 29. Jan 20 at 11. Metcalf, Furnival's-inn, Holborn.
Renton, Amherst Hawker, Ealing, Civil Engineer. Pet Dec 27. Jan 13 at 1. Hussey, Great Knightrider-st.
Rolfe, Jno Hambrook, Leinster-ter, Bayswater, Builder. Pet Dec 23 Jan 13 at 1. Abrahams, Gresham-st.
Sheffield, Jos Jas, Upper Bedford-pl, Russell-sq, Commercial Traveller. Pet Dec 26 (for pan). Jan 13 at 1. Aldridge.
Shrimpton, Geo, Naraling, Hants, Farmer. Pet Dec 29. Jan 13 at 2. Blake & Snow, Cannon-st.
Smith, Jos, Roman-rd, Holloway, Carpenter. Pet Dec 30 (for pan). Jan 13 at 1. Aldridge.
Wade, Chas, Clarence-pl, Camberwell, Draper. Pet Dec 26. Jan 20 at 12. Van Sandau & Cumming, King-st, Cheapside.

To Surrender in the Country.

Andrew, Rbt, Snitterby, Lincoln, Labourer. Dec 16. Leeds, Jan 21 at 12.
Baggaley, Jno, Bulwell, Nottingham, Miller. Pet Dec 22. Nottingham, Jan 14 at 11. Parsons, Nottingham.
Baker, Wm, Ledbury, Saddler. Pet Dec 23. Ledbury, Jan 26 at 11. Piper, Ledbury.
Barrow, Jno Baker, Kendal, Innkeeper. Pet Dec 30. Newcastle-upon-Tyne, Jan 15 at 1. Hare & Co, Southampton-bdgs, Chancery-lane, and Newcastle-on-Tyne.
Bradshaw, Jas, Wigan, Watch Manufacturer. Pet Dec 31. Manc, Jan 21 at 11. France, Wigan.
Brown, Jos Norbury, Salford, Salesman. Pet Dec 30. Salford, Jan 17 at 10. Gardner, Manc.
Bryan, Geo, Lpool, Bookkeeper. Pet Dec 29. Lpool, Jan 16 at 3. Grocott, Lpool.
Burridge, Jas, Brighton, Hat Maker. Pet Dec 30. Brighton, Jan 14 at 11. Goodman, Brighton.
Chadwick, Edw, Salford, Fire Wood Maker. Pet Dec 29. Manc, Jan 29 at 12. Gardner, Manc.
Cox, Jno Saml, Birm, Milliner. Pet Dec 29. Birm, Feb 2 at 10. Taylor, Birm.
Darrell, Jos, Ipswich, Sailmaker. Pet Dec 30. Ipswich, Jan 14 at 11. Champ, Ipswich.
Flay, Ephraim, Wrexham, Waggon Inspector. Pet Dec 30. Wrexham, Jan 13 at 11. Rymer, Wrexham.
Foord, Rchd Jas, Southsea, Boot Maker. Pet Dec 27. Portsmouth, Jan 13 at 11. Cousins, Portsea.
Green, Wm, Keighley, Stonemason. Pet Dec 31. Keighley, Jan 22 at 11. Paget, Keighley.
Griffiths, Jno, jun, Wotherton, Salop, in no business. Pet Dec 29 (for pan.) Welchpool. Jan 15 at 12. Davies, Shrewsbury.
Head, Geo, Dowlais, Victualler. Pet Dec 18. Bristol, Jan 16 at 11. Simons & Plews, Merthyr Tydfil.
Herbert, Jno, Bristol, Farmer. Pet Dec 26. Bristol, Jan 19 at 11. Clifton, Bristol.
Harris, Thos, Middleton-on-the-hill, Hereford, Labourer. Dec 12. Leominster, Jan 14 at 11.
Harrison, Benj, Sedgley, Stafford, Publican. Pet Dec 26. Dudley, Jan 15 at 10. Maltby, Dudley.
Hill, Jos, Worcester, Attorney's Clerk. Pet Dec 17. Worcester, Jan 19 at 11. Corbet, Worcester.
Jackson, Wm, Stockport, Builder. Pet Dec 22. Grimshirk, Jan 19 at 3. Dawson, Manch.
James, Geo, Dudley, Provision Dealer. Pet Dec 30. Dudley, Jan 15 at 10. Maltby, Dudley.
King, Wm, Manch, Dealer in Woollen Cloths. Pet Dec 20. Manch, Jan 29 at 11. Laycock & Dyson, Huddersfield, and Norris & Wood, Manch.
Kitsell, Wm, Prestaign, Radnor, Baker. Pet Dec 23. Bristol, Jan 16 at 11. Stephens, Prestaign, and Bevan, Bristol.
Lambert, Geo, Sheffield, Auger Maker. Pet Dec 30. Sheffield, Jan 21 at 2. Mason, York.
Mason, Jno, Wolverhmptn, Grocer. Pet. Wolverhmptn, Jan 11 at 12. Umbers Wolverhmptn.
Moore, Jas, Stalybridge, Book Keeper. Pet Dec 29. Manch, Jan 29 at 11, Foster & Co, Manch.
Muir, Jas, Llanasa, Flint, Farmer. Pet Dec 31. Lpool, Jan 16 at 1. Tyrer, Lpool.
North, Silas Rchd, Bilston, Stafford, Confectioner. Pet. Wolverhmptn, Jan 12 at 12. Underhill, Wolverhmptn.
Northover, Rchd, Wimborne Minster, Farmer. Pet Dec 23. Wimborne Minster, Jan 2 at 16. Tanner, Wimborne Minster.
Palmer, Geo S, Nettlecombe, Dorset. Pet Dec 24. Bridport, Jan 19 at 12. Manley, Bridport.
Parry, Wm, Chirbury, Salop, Farmer. Pet Dec 31. Birm, Jan 19 at 12. Jones, Welchpool, and Hodgson & Co, Birm.
Rounding, Wm, Bempton, York, Miller. Pet Dec 19. Kingston-upon-Hull, Jan 21 at 12. England & Co, Hull.
Slater, Wm, Manch, Mechanic. Pet Dec 31. Jan 17 at 11. Swan, Manch.
Swallwood, Wm, sen, Birm, out of business. Pet Dec 26. Birm, Feb 2 at 10. Parry, Birm.
Smith, Jno, Haydock, Lancaster, Carpenter. Pet Dec 31. Lpool, Jan 16 at 11. Best, Manch.
Smyth, Saml Randall, Eastbourne, Tutor. Pet Dec 30. Lewes, Jan 7 at 12. Goodman, Brighton.
Smith, Wm Yates, Bilston, Japanner. Pet. Wolverhmptn, Jan 12 at 12. Langman, Wolverhmptn.
Spicer, Edmund, Margate, Fly Master. Pet Dec 27. Margate, Jan 20 at 12. Mote, Gracechurch-st.
Stirzaker, Rchd, Everton, Victualler. Pet Dec 31. Lpool, Jan 19 at 11. Worship, Lpool.
Tabb, Jno, Plymouth, Blacksmith. Pet Dec 31. Jan 17 at 11. Fowler, Plymouth.
Thomas, Thos, Dowlais, Founder. Pet Dec 29. Merthyr Tydfil, Jan 14 at 11. Plews, Merthyr Tydfil.
Thorne, Wm, Caddington, Hertford, Butcher. Dec 14. Luton, Jan 13 at 12.
Townsend, Stephen, Kingston-upon-Hull, Ginger-Beer Manufacturer. Pet Dec 17. Kingston-upon-Hull, Jan 21 at 12.
Truman, Jas, Sneinton, Nottingham, Lacemaker. Pet Dec 23. Nottingham, Jan 25 at 11. Smith, Nottingham.

Villers, Jno, & Jos Biddle, Coventry, Crinoline Mnfctrs. Pet Dec 16. Birm. Jan 23 at 12. Davis, Coventry, and Harrison & Wood, Birm.
Wigdahl, Edw, Sunderland, Ship Broker. Pet Dec 26. Newcastle-upon-Tyne, Jan 14 at 11.30. Brignal, Durham.
Williams, Wm. Woolhope, Hereford, Groom. Dec 12. Ledbury, Jan 26 at 11. Garrold, Hereford.

TUESDAY, Jan 6, 1863.

To Surrender in London.

Board, Chas Thos. & Jno Irving, Worship-st, Merchants. Pet Dec 26. Jan 17 at 11. Harrison & Lewis, Old Jewry.
Brown, Wm, New Pye-st, Westminster. General Dealer. Pet Dec 30. Jan 20 at 2. Lewis, Gt Marlborough-st.
Carmont, Wm Hassalwood, Orwell-rd, Bow, Manager to a Steel Forger. Pet Dec 31. Jan 20 at 1. Marshall & Son, Hatton Garden.
Clarke, Wm, William's-ter, Victoria-park, Boot Maker. Pet Jan 2. Jan 20 at 1. Pope, Austin Friars.
Dee, Wm Hy, Cambridge, Painter. Pet Dec 22. Jan 20 at 1. Jenkinson, Clement's-lane, and Foster & Macdonald, Cambridge.
Firminger, Edw Hy Percy, Paris, and Albany-villas, Brighton, Comm Agent. Pet Jan 2. Jan 20 at 1. Nichols & Clark, Cook's-ct, Lincoln's-inn.
Harding, George, Blenheim-rd, St, John's Wood, Dentist. Pet Dec 30. Jan 17 at 12. Rae, Warwick-ct.
Harris, Jas, Pulham St Mary, Norfolk, Cattle Dealer. Pet Jan 1. Jan 20 at 11. Doyle, Verulam-bldgs, and Sadd, Norwich.
Hewitt, Jas Stark, Greenwich, out of employ. Pet Jan 2. Jan 17 at 12. Todd, Newgate-st.
Holles, Wm, Golden-lane, Middx, Chandler. Pet Jan 3. Jan 20 at 12. Harcourt, King's Arms-yard.
Horton, Hy, Oxford-rd, Islington, Lacemau. Pet Jan 3. Jan 17 at 12. Terry, King-st, Cheapside.
Ings, Phillip, Ringwood, Hants, Outfitter. Pet Jan 2. Jan 20 at 11. Fenton, Devonshire-sq.
Kupits, Ferdinand Kilian, M.C, Shadwell. Pet Dec 31 (for pau). Jan 20 at 1. Aldridge & Bromley.
Lomax, Rchd, Gt Russell-st, Bloomsbury, Solicitor. Pet Jan 2. Jan 20 at 1. Aldridge.
Mare, Geo Fredk, Piccadilly, Civil Engineer. Pet Jan 2. Jan 20 at 12. Watson, Cannon-st.
McCarthy, Thos Preston, Royal Mint-st, Tower-hill, Tobacconist. Pet Jan 1 (for pau). Jan 17 at 11. Aldridge.
Penfold, Oliver, Blackmoor-st, Drury-lane, Chemist. Pet Jan 1. Jan 17 at 11. Samler, Gray's-inn-sq.
Saunders, Jno Amm, Old Manor-st, Chelsea, Pet Jan 5 (for pau.) Jan 20 at 1. Aldridge.
Scales, Edw, Dalston, Victualler. Pet Dec 23. Jan 20 at 1. Gellatly, St Michael's-alley.
Self, Chas, Myddleton-st, Clerkenwell, Cabinet Maker. Pet Dec 31 (for pau). Jan 20 at 1. Aldridge.
Taylor, Edmond, jun, Eastborne, Tobbacconist. Pet Jan 3. Jan 20 at 12. Linklaters, Walbrook.
Teulon, Jno, Canonbury-lane, Islington, Printer. Pet Dec 31 (for pau.) Jan 17 at 1. Aldridge.
White, Jos Peter, Torrington-mews, Edgware-rd, Cab Driver. Pet Jan 2. Jan 20 at 1. Chipperfield, Trinity-st, Southwark.
Wilshere, Rchd Harris, Campbell-rd, Bow, Foreman to a Miller. Pet Jan 1. Jan 20 at 11, Wells, Moorgate-st.
Wright, Cecil Francis, Montrose-ter, Caledonian-rd, Middx, Messenger to the West London Union. Pet Dec 31. Jan 17 at 1. Mayhew & Son, Carey-st.

To Surrender in the Country.

Baines, Jos, Redditch, Worcester, Beer Seller. Dec 12. Worcester, Jan 15 at 11. Kilby, Banbury.
Bate, Jas, Hove, Sussex, Dentist. Pet Jan 2. Brighton, Jan 26 at 11. Goodman, Brighton.
Bateman, Mark, Hanham, Gloucester, Dealer in Hay and Straw. Pet Dec 30. Bristol, Jan 23 at 12. Thompson.
Bridgens, Jno, Birm, Greengrocer. Pet Jan 22. Birm, Feb 2 at 10, Parry, Birm
Buck, Benj, Kingston-upon-Hull, Cap Maker. Dec 17. Kingston-upon-Hull, Jan 10 at 11. Phillips, Hull.
Chirm, Fred, Dawley, Salop, Grocer. Pet Jan 3. Birm, Jan 23 at 12. Newell, Wellington, and Hodgson & Co, Birm.
Clarke, Chas, Lincoln City, Builder. Pet Jan 3. Lincoln, Jan 17 at 12, Toynbee, Lincoln.
Cooke, Rchd, Hulme, Manch, Townsman. Pet Jan 2. Salford, Jan 17 at 10. Seddon, Manch.
Cummins, Jno, Bristol, Beer Retailer. Pet Jan 1. Bristol, Jan 23 at 12. Ayre.
Edmondson, Christopher, Bradford, Skirt Manufacturer. Pet Jan 1. Leeds, Jan 19 at 11. Granger, Leeds.
Edson, Jno, Birm, out of business. Pet Jan 1. Birm, Feb 2 at 10. East, Birm.
Fairchild, Jos, Farnham, Beerseller. Pet Jan 1. Farnham, Jan 16 at 12. White, Guildford.
Field, Thos, Worley Wigorn, Worcester, Carpenter. Pet Jan 1. Oldbury, Jan 12 at 11. Jackson, Westbromwich.
Foster, Walter, Sheffield, Photographer. Pet Jan 5. Sheffield, Jan 21 at 2. Mason, Sheffield.
Gorvett, Wm, Cadoxton-juxta-Neath, Farmer. Pet Jan 2. Neath, Jan 17 at 11. Goodere, Neath.
Gower, Jno, High Easter, Essex, Farmer. Pet Nov 19. Dunmow, Jan 27 at 11. Veley, Chelmsford.
Greasley, Jas, Scarborough, Bookseller. Jan 2. Leeds, Jan 22 at 11. Simpson, Leeds.
Green, Joseph, Sheffield, Factor. Pet Jan 5. Sheffield, Jan 21 at 2. Mason, Sheffield.
Hack, Thos, Culverthorpe, Lincoln, Gardener. Pet Jan 2. Sleaford, Jan 19 at 11. Malim, Grantham.
Ham, Jno, Redruth, Butcher. Pet Jan 2. Exeter, Jan 21 at 12. Campion, Exeter.
Harrison, Jno, Fenny Bentley, Derby, Shopkeeper. Pet Jan 3. Ashbourne, Jan 16 at 11. Stone, Wirksworth.
Hooper, Wm, Portsmouth, Bookbinder. Pet Jan 2. Portsmouth, Jan 17 at 11. Paffard, Portsea.
Humphries, Wm, King's Norton, Clerk. Pet Dec 31. Birm, Feb 2 at 10. Parry, Birm.
Huntington, Jno, Sheffield, Builder. Pet Jan 2. Sheffield, Jan 21 at 2. Broadbent, Sheffield.
Jackson, Wm. Kidderminster, Draper. Pet Dec 30. Kidderminster, Jan 21 at 10. Boycott, Kidderminster.
Jenkins, John, Berry Edge, Durham, Builder. Pet Dec 26. Newcastle-upon-Tyne, Jan 23 at 11.30. Brignal, Durham.
Jones, Richd. Llanddanielfab, Anglesey, Farmer. Pet Dec 24. Llangefni, Jan 19 at 11. Owen, Llangefni.
Jones. Robt. Hinckeshay, Salop. Pet Jan 3. Madeley, Jan 17 at 12. Walker, Wolverhampton.
Law, Mary Jane, Worsthorn, near Burnley, Farmer. Pet Jan 1. Burnley, Jan 26 at 3. Hartley, Burnley.
Lee, Jno, Chesterfield, Professor of Music. Pet Dec 31. Chesterfield, Jan 27 at 11, Cutts, Chesterfield.
Maber, Geo, Bath, Baker. Pet Dec 31. Bath, Jan 17 at 11. Wilton, Bath.
McDermott, John, Lpool, Boot Maker. Pet Jan 3. Lpool, Jan 19 at 11. Conway, Lpool.
Nicholls, Amos, & Amos Nicholls, jun, Redruth, Builders. Pet Dec 6. Exeter, Jan 20 at 11.
Oakes, Wm, Wolverhampton, Victualler. Pet Jan 3. Stourbridge, Feb 2 at 12. Maltby, Dudley.
Peel, Alfd, Dewsbury, Tobacconist. Pet Jan 2. Dewsbury, Feb 13 at 2. Ibberson, Dewsbury.
Perry, Jos, Bowl-hill, Rodborough, Grocer. Pet Dec 31. Stroud, Jan 17 at 10. Clutterbuck, Stroud.
Sheppard, Benj Ryall, Frome Selwood, Innkeeper. Pet Jan 1. Frome, Jan 17 at 11. Dunn, Frome.
Simon, John, Standish, near Wigan, Beer Seller. Pet Dec 31. Wigan, Jan 29 at 9. Swan, Manch.
Stone, Francis, Wirksworth, Shopkeeper. Pet Jan 3. Wirksworth, Jan 17 at 11. Stone, Wirksworth.
Teasdale, Geo, Stanhope, Durham, Boot Maker. Pet Dec 26. Newcastle-upon-Tyne, Jan 23 at 11.30. Brignal, Durham.
Tonge, Richd John, Kingston-upon-Hull, Commission Agent. Pet Dec 31. Leeds, Jan 21 at 12. Bell & Leak, Hull.
Vaughan, Aaron, Oldbury, Charter Master. Pet Jan 1. Oldbury, Jan 12 at 11. Jackson, Westbromwich.
Whetton, Rbt, Brighton, Coffee-house Keeper. Pet Jan 1. Brighton, Jan 28 at 11. Goodman, Brighton.
Williams, Wm, Llaniestyn, near Pwllheli, Dealer in Pigs. Pet Jan 2. Lpool, Jan 19 at 11. Evans & Co., Lpool.

BANKRUPTCIES ANNULLED.

FRIDAY, Jan. 2, 1863.

Messenger, Geo, St John's Wood, in no occupation. Dec 31.

BANKRUPTCIES IN IRELAND.

Hurley, John, Cork, Builder. To surrender Jan 16 and 30.
O'Brien, Patrick, Nenagh, Leather Dealer. To surrender on Jan 16 and Feb 3.
Simpson, Francis, Moorehill, Longford, Cattle Dealer. To surrender on Jan 16 and Feb 3.